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Vol. 52 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER commenced on November 2nd, 1907. Annual Subscription, which must be paid in advance: £1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Land Registry's New Move.

WE REFER in detail elsewhere to the draft Land Transfer Rules which have just been published. In our view, and we do not think we are mistaken, they contemplate a complete change of the practice at the registry. Apart from any question as to the merits of the change, it can hardly be doubted that it comes at a remarkable time. The inquiry into the system of registration has been deferred in order that its actual working might be tested by experience. Now, when the inquiry is at length to be held, the system is to be revolutionized, not directly by statute, but by new rules which are, to say the least, of very doubtful validity. If they are allowed to come into operation, the Royal Commission will have to inquire into a system which is in a state of transition. Whether this is proper or convenient the profession, and especially London practitioners, will be able to judge. The draft rules call for careful attention, and it will be noticed that the new rule 30 appears to contemplate an early extension of compulsory registration to Yorkshire. Otherwise why is special provision made in relation to the Yorkshire Deed Registries under such a system?

The Companies Report.

THE COMPANIES Report for 1907, which has just been issued by the Board of Trade, shows a net increase in companies for that year of 1,050. The new companies registered were 4,810. Against these had to be set 1,795, which had gone into liquidation, and 1,965, which had been removed from the register under the provisions of the Companies Acts, 1880 and 1900. The figure 4,810 is for England and Wales only. The companies registered in Scotland were 337, and in Ireland 118, making a total for the United Kingdom of 5,265. The figure for England and Wales is the highest for the last ten years. From 1898, when the number was 4,651, there was a drop to 3,132 in 1901, and since then there has been a steady rise. The rise, however, is not reflected in the total nominal capital. This was nearly 250 millions in 1898, and only 125 millions in 1907, and the average nominal capital for each company is only about half what it was in 1898. But of course nominal capital is not a measure of the pecuniary standing of companies, and there are considerations of expense which keep the amount down.

The Issue of Prospectuses.

THERE HAS OF recent years been a good deal of variation in the practice of issuing prospectuses. This, as Mr. GEORGE STAPYLTON BARNES points out in his introduction to the Companies Report, specially affects companies which look to the public for support, and he traces the rise and fall of the prospectus from figures supplied by the secretary of the Stock Exchange with regard to companies which apply to the Stock Exchange Committee for a special settlement. In the latter half of 1900 seventy-seven companies made such application, of which twenty-four, or 31 per cent., issued no prospectus. The proportion increased in the following years—presumably in consequence of the Companies Act, 1900—and in the first half of 1904, of the sixty-one companies which made application for special settlement, forty-two, or 68 per cent., dispensed with a prospectus. Since then the objection to this document has not been so marked, and now that under the Act of 1907 companies which go to the public must either file a prospectus or a statement in lieu of a prospectus, it may be assumed that prospectuses will again be treated as the normal way of inviting subscriptions. It may be noticed that of the 4,810 companies registered in England and Wales in 1907, no fewer than 4,198 filed a declaration that they did not issue any invitation to the public, so that the great majority of companies formed may be taken to be private companies. This will be still more clearly ascertained in future when the procedure of the Act of 1907 for distinguishing private companies has taken effect. The registration of companies in Guernsey, which had fallen in 1906, somewhat revived last year, and thirty-one companies were registered with a total nominal capital of £3,412,000.

The Improper Use of Debentures.

NOTWITHSTANDING THE recent statutory requirements as to the registration of debentures, Mr. BARNES takes exception to the facilities which debentures still offer to traders to carry on their business as limited companies at the expense of their unsecured creditors. When this result occurs, says Mr. BARNES, "the creditors, it is true, have no legal right to complain or to feel that an injustice has been done to them, for the issue of debentures is within the law, and in the information filed at the Joint Stock Registry the creditors have had full information both of the existence of the debentures and of the absence of the subscribed capital. Nevertheless the tendency is one which seems to be undesirable and not likely to conduce to sound trade." Undoubtedly this is so, and now that the Legislature have done all that is possible to assist creditors by requiring debentures to be registered, it will probably have to be considered whether a restriction ought not in suitable cases to be placed on the creation of debentures, or, at any rate, whether they should not be postponed to unsecured creditors where they are in substance a device for defeating the claims of such creditors.

Sale or "Gift" of Intoxicating Liquor.

WE REFERRED recently (*ante*, p. 561) to a Somersetshire case which raised the question whether it was a contravention of the Licensing Acts for auctioneers to sell luncheon tickets to persons attending the auction, the luncheon, in fact, including the supply of beer, though it was disputed that the cost of the beer was included in the luncheon price. The circumstances in the particular case, according to the evidence before the Bridgwater county justices at the first hearing, we have already stated. The four justices then present were divided in opinion, and the case was adjourned for further hearing, which took place on the 4th inst. before a bench of nine justices. The evidence appears to have been substantially the same as on the former occasion. The firm of auctioneers against whom the proceedings were taken had followed the practice of providing lunch as above stated for over forty years. The tickets for the lunch were 1s. each, and were sold by the auctioneers. The whole of the proceeds were paid over to the caterer in payment for the edible part of the lunch. The sale was of the farming effects of a deceased tenant, and a gentleman representing his estate arranged with the caterer for the supply of beer, and himself

provided cider out of the deceased's effects. Any person having tickets were allowed to enter the luncheon barn at lunch time, and they were supplied with beer or cider. Before and after lunch the beer and cider were given to anyone who asked for them. At least, we gather that this was so, but the justices, when requested by counsel for the auctioneers to state whether they found as a fact that liquor was given away to persons whether they had a ticket or not, declined to do so. They came to the conclusion that there had been a technical offence, and fined the auctioneers 1s. with costs. It was intimated that there would probably be an appeal, and the facts as proved leave it at least doubtful whether the auctioneers were at all concerned in the supply of the liquor. But as we formerly suggested, arrangements of this kind, however *bona fide* and harmless in particular cases, may easily lead to evasion of the Licensing Acts.

Irregular Allotments of Shares.

THE CURRENT number of the Chancery Division Law Reports contains two decisions of some interest on sections 4 and 5 of the Companies Act, 1900, relating to irregular allotment of shares. Under section 4 no allotment is to be made of any share capital offered for public subscription unless certain conditions relating to the minimum subscription have been complied with. These include the condition that the sum payable on application for the minimum subscription shall have been "paid to and received by the company." If this condition is not complied with, all money received from applicants for shares is to be forthwith repaid to the applicants, and, if it is not repaid within forty-eight days after the issue of the prospectus, the directors are jointly and severally liable to repay it, unless the money has been lost, and the loss is not due to any misconduct or negligence on their part. Under section 5 an allotment made in contravention of section 4 is voidable at the instance of the applicant within one month after the holding of the statutory meeting, and it is so voidable notwithstanding that the company is in course of being wound up. And a director, who knowingly authorizes the contravention of section 4, is liable to compensate the company and the allottee for any damages sustained, provided the proceedings are commenced not later than two years from the date of the allotment. The phrase "paid to and received by the company" in section 4 has received a literal construction, and it was held in *Mears v. Western Canada Pulp Co.* (1905, 2 Ch. 353) that the section was not complied with unless the amount payable on allotment had been received by the company in cash before the allotment. In that case cheques had been received but had not been cleared before allotment. Of these cheques three were dishonoured, but the amount was at once made good by the underwriters. Thus in fact the cash was in hand immediately after the allotment, but this, it was held by the Court of Appeal, was not a sufficient compliance with the section. "I think," said COZENS-HARDY, L.J., "the Legislature meant, in section 4, that no allotment should be made until the company had actually received, in the ordinary mercantile business sense, the amount of the allotment money. No difficulty will arise from a business point of view if companies will but wait and postpone their allotment until the cheques which they have received have been cleared in the ordinary way."

Clearing of Cheques before Allotment.

NOTWITHSTANDING THE concluding words in the passage just quoted, the case of *Mears v. Western Canada Pulp Co.* seems to have left it open to contend that section 4 had been sufficiently complied with if cheques received before allotment were in fact honoured on presentment after allotment, and this contention was put forward in *Re National Motor Mail Coach Co.* (1908, 2 Ch. 228) before SWINFEN EADY, J., but the learned judge declined to accede to it. The cheques in that case had in fact been held over from Thursday till the following Monday, though this seems to have been due to oversight, and not to have been in pursuance of any arrangement that they should not be at once presented. But, whatever the reason for the delay, the payment of the amount due on application had not been made before allotment, and the section had not been complied with. It may be that, had the cheques been paid in at once and duly honoured,

the result would have been different, and there is authority for this in the Scotch case of *Glasgow Pavilion (Limited) v. Motherwell* (6 F. 116). But it would not be safe to assume that even this would be treated as actual receipt of the money before allotment, and it seems to be necessary for the directors to wait, as COZENS-HARDY, L.J., suggested, for the cheques to be actually cleared before allotment. A similar anticipation of the clearing of the cheques occurred in *Burton v. Bevan* (1908, 2 Ch. 240), before NEVILLE, J., and the allotment was held to be invalid, but the main question there raised was as to the liability of the defendant as a director of the company to compensate the allottee. If the directors, finding the conditions of section 4 have not been complied with, do not proceed to allotment, then their liability to return the application money arises under that section. But if the allotment has been made, then section 5 comes into operation. There is a contract between the allottee and the company which the former can avoid at his option within the time mentioned in the section, and he has his remedy also within two years against the directors. But a director, to incur liability, must authorize the improper allotment with knowledge of the facts, and he must authorize it at the time. It is not sufficient that he attends a subsequent board meeting, and votes for the confirmation of the minutes at which the allotment was resolved upon. On this ground the defendant escaped liability.

Section 36 of the Trade-Marks Act, 1905.

SECTION 36 of the Trade-Marks Act, 1905, is as follows: "No trade-mark which is upon the register at the commencement of this Act, and which, under this Act, is a registrable trade-mark, shall be removed from the register on the ground that it was not registrable under the Acts in force at the date of its registration. But nothing in this section contained shall subject any person to any liability in respect of any act or thing done before the commencement of this Act to which he would not have been subject under the Acts then in force." This section came under consideration in the recent case of *Philippart's Trade-Mark (Diabolo)* (reported in 25 R. P. C. 565, and 1908, 2 Ch. 274). There the mark, which was removed from the register, had been registered before the Act came into operation, and was held not to have been a registrable mark at the date when it was registered. It was, however, contended that the mark, being one which was registrable under the Act of 1905, was saved by the effect of section 36; but PARKER, J., held that the mark was not one which was registrable under the new Act, and it therefore must go off the register. The most interesting point in the case was this—at what date must a trade-mark, sought to be removed from the register, be registrable under the Act of 1905 for section 36 to apply? Is the date (1) that of the original registration, or (2) that of the Act of 1905 coming into operation, or (3) the date of the application to remove the mark? This matter came up not only in the case under notice, but also in the earlier case of *Gestetner's Trade-Mark* (25 R. P. C. 256; 1908, 2 Ch. 513); but although it was discussed by BUCKLEY, L.J., in the last mentioned case, and by PARKER, J., in the *Diabolo* case, in neither case was it the subject of actual decision. Both of these judges were of opinion that date (1) could not possibly be the crucial date, and with this we entirely agree. BUCKLEY, L.J., seems to think that date (3) is the crucial date, whereas PARKER, J., thinks that date (2) is the right one. BUCKLEY, L.J., said the section might be read thus: "Take the facts of to-day and the law of to-day and inquire whether, if the mark in question were removed from the register, it would, on the facts of to-day and the law of to-day, be entitled to be entered again upon the register. If so, it must remain upon the register." PARKER, J., said: "I think the section might well be interpreted as meaning, Take the facts as they exist at the commencement of the Act of 1905. If on those facts the mark could then have been registered, it becomes, by virtue of the Act, rightly on the register, and cannot, therefore, be removed on the ground that it was not registrable under the earlier Acts. Such a meaning would, I think, be consistent with the latter part of the thirty-sixth section, which appears to me to protect infringers of the

marks to which this section applies from liability for acts done before, but not after, the commencement of the Act." We think that the view taken by PARKER, J., is the correct one.

The Doctrine of Conversion.

IN AN important case on the doctrine of conversion (*Burgess v. Booth*, 1908, 1 Ch. 880) Mr. Justice EVE preferred an Irish decision to the emphatic dicta of Sir GEORGE JESSEL and Mr. Justice KAY. The short point was whether a sale directed by the court for the purpose of raising and paying costs operated as a conversion for all purposes, or only *pro tanto*. The broad principle of conversion, as every one knows, was laid down in *Ackroyd v. Smithson* (1 Bro. C. C. 503). Nevertheless, there has been considerable doubt from time to time as to what that case did, and what it did not, decide. In *Jermyn v. Preston* (13 Sim. 356) and *Cooke v. Dealey* (22 Beav. 196) it seems to have been decided that a conversion directed for a particular purpose only worked a conversion *pro tanto*. But both those cases were questioned by Sir GEORGE JESSEL in *Steed v. Preece* (L. R. 18 Eq. 192), where he said: "The judgment in *Cooke v. Dealey* is based on a general principle assumed to have been laid down in *Ackroyd v. Smithson*—namely, that the conversion of real estate into personalty only takes effect to the extent of the object required, and that beyond this the rights of the parties remain the same as if no conversion had taken place. But all that *Ackroyd v. Smithson* decided was, that a conversion directed by a testator is a conversion only for the purposes of the will, and all that is not wanted for those purposes must go to the person who would have been entitled but for the will. It does not decide that if the court or a trustee sell more than is necessary there is an equity to reconvert the surplus. . . . It is not necessary to decide that question now; but it seems to me that if a conversion is rightfully made, whether by the court or a trustee, all the consequences of a conversion must follow; and that there is no equity in favour of the heir or any one else to take the property in any other form than that in which it is found." And in *Hyett v. Meekin* (25 Ch. D. 735) Mr. Justice KAY followed the decision of Sir GEORGE JESSEL in *Steed v. Preece*. Then in 1882 came the decision in *Scott v. Scott* (9 L. R. Ir. 367), where real estate was directed to be sold in order to pay off incumbrances, and Vice-Chancellor CHATTERTON held that there was an equity in the heir to have the surplus treated as reconverted, and that it accordingly descended to the heir as realty. That was really the exact point which came before Mr. Justice EVE, the only difference between the two cases being that in one case conversion was directed in order to discharge incumbrances, and in the other to pay costs. Accordingly, Mr. Justice EVE held that conversion had only taken place to the extent of the purpose for which it was directed, and that, beyond that purpose, the proceeds of sale retained their original character of real estate.

The Draft Land Transfer Rules.

IT IS not a little singular that just at the time when a Royal Commission has been appointed to inquire into the system of registration under the Land Transfer Acts, the Land Registry have induced the Lord Chancellor and the Rule Committee appointed under the Act of 1897 to issue draft rules, the effect of which, if they are finally promulgated, will be to revolutionize the existing practice at the registry. This remark appears to be justified by the fact that, under the proposed rules, the title of the applicant for registration as first registered proprietor will be investigated in all cases, whether he desires to be registered with a possessory title only or not, and that subject to his right of dissent, it will be for the registry to decide in what form his title shall be placed on the register. Moreover, a very significant increase in the official fees seems to be contemplated.

The existing rules as to first registration of freehold land are contained in rules 18 to 49 of the Land Transfer Rules, 1903. Rule 50 applies these generally to leasehold land, but special regulations as to such land are introduced by rules 51 to 67, and in particular provision is made for registration with possessory, good leasehold, or absolute title. Rules 18 to 49 treat successively of registration with possessory title (rules 18 to 29), with absolute title (rules 30 to 48), and with qualified title (rule 49).

Under rule 18 an applicant for registration with a possessory title accompanies his application either with a deed or other document conferring on him a title under which he can apply for registration (see Act of 1875, s. 5), or a statutory declaration of possession and title. Section 8 of the Act of 1875 provides that the registration shall not affect existing adverse interests, and rule 21 restates this and provides that the title will not be investigated by the registrar. But section 72 empowers the registrar to require the production to him of "such documents of title as will, in the opinion of the registrar, when stamped or otherwise marked, give notice to any purchaser" of the fact of registration. The procedure on application for registration with an absolute title is, of course, quite different. This involves investigation of the title by the registrar, and accordingly it is required by rule 34 that there shall be delivered with the application an abstract of title in the usual form, together with the documents of title which the applicant has in his possession, including opinions of counsel, requisitions, replies, &c. Prior to 1903 the title was examined by or under the superintendence of the registrar in accordance with the usual conveyancing practice, but rule 36 of the rules of that year introduced an important relaxation with the object of facilitating registration with absolute title. In the following cases—(1) When the land has been sold or purchased under an order of the court, or (2) where it has been registered for six years with a possessory title, and the first registered proprietor was a purchaser on sale, or (3) when the title has been fully investigated before the date of the application, the examination may be modified in such manner as the registrar may think fit. Application for absolute registration involves the publication of advertisements in the London Gazette and in local newspapers (rule 37), and objections are heard and determined by the registrar (rule 42).

In the draft rules, which we print elsewhere, this distinction between applications for registration with possessory and absolute titles is abolished. Rules 18 to 49 of the rules of 1903 are to be abrogated, and their place is to be taken by rules 18 to 46 of the draft rules, which apply to both classes of registration. Under the new rule 18 the applicant will make an application in the scheduled form, and will state whether he applies for registration with an absolute or possessory title, but in either case the rest of the form is the same, and it must be accompanied by a list of "all the deeds and documents relating to the title" which the applicant has in his possession or under his control, "including opinions of counsel, abstracts, contracts, and conditions of sale, requisitions, replies and other like documents in regard to the title." All these documents will (unless the registrar otherwise directs) be sent with the application; and also a copy, or sufficient abstract, of the latest document of title not being a document of record; and sufficient particulars, by plan or otherwise, to enable the land to be fully identified on the Ordnance Map or Land Registry General Map. Then the new rule 24 provides that "the title shewn by the documents accompanying the application shall be examined by or under the superintendence of the registrar in accordance with the usual conveyancing practice, and he may make such searches and further inquiries, and give such notice to tenants and occupiers and other persons, as he may deem expedient." This examination, the rule shews, is to be made in all cases, but rules 25 and 27 provide, as under the existing rule 36, for reference of the title to one of the examiners of title, and for relaxation of the examination, where the application is for registration with absolute title.

Since these rules are thus restricted the inference might seem to be that, in applications for possessory registration, there is still to be no investigation of title. But rule 24, which requires an examination "in accordance with the usual conveyancing practice," applies to all applications, and this is borne out by rule 35, which is as follows: "No registration with absolute title shall be made until and unless the registrar approves of the title, but if upon an application for registration with possessory title the registrar approves of the title, the registration may (subject to the provisions of rule 53) be completed with absolute or good leasehold title unless the applicant upon notice objects." Under rule 37, if an applicant does not make out a full title, but the documents shew a *prima facie* title, he may be

registered as proprietor with a possessory title, but if he has applied for an absolute registration, this registration with a possessory title is not to be made without his consent.

The effect of the changes is that in all cases of application for registration the applicant is to produce to the registrar all documents of title, opinions, requisitions, &c., in his possession, just as he does now on an application for registration with an absolute title. The title will then be examined in the registry, and if the application is for an absolute title, the existing relaxations may be allowed. Otherwise the registrar is required to examine the title strictly, and he will then determine whether he will offer absolute registration in lieu of the possessory registration which has been applied for. If he disapproves of the title altogether, he can presumably refuse even possessory registration. If an absolute title has been applied for, he can offer a possessory title instead. The object of the changes seem to be sufficiently obvious. The officials of the Land Registry are not satisfied with the effect of the existing rule 36, and of the system of deferred payment of fees, in inducing proprietors to apply for absolute titles. Accordingly all applicants for registration are to be required to produce their titles so as to put the registrar in a position to place them on the register as absolute if he thinks proper. It may be said that this is all in favour of applicants who may find themselves blessed with an absolute title when all they expected was a possessory title. But the real effect of the proposal is quite different. An application for registration with a possessory title will entail far more trouble than it does at present, and the applicant who happens to have some defect in his title will have it formally discovered at the Land Registry. Instead of possessory titles, with which practically all registered proprietors are satisfied, being left to the remedy of time, all titles brought for registration are to be sorted out into good and bad titles. In the case of titles judged in the registry to be good, the applicant will be granted an absolute title; in the case of those judged to be bad, he will be granted a possessory title, or will possibly be refused registration altogether.

Corresponding to this proposed general examination of all titles there is to be a fundamental change in the fees. The fees for registration will be the same whether the title is registered as possessory or absolute. For very small values they are slightly greater than the existing fees for possessory registration. From £325 to £32,000 they remain the same as at present. But the £25 limit is to be abolished, and on £100,000 the fee will be £59 instead of £25. And to cover the possibility of the removal of the £25 limit not reimbursing the Land Registry the extra trouble of investigating titles which applicants have not asked them to investigate, a very considerable increase is contemplated in the fees on the registration of charges and of transfers of land and charges. The present fee of 1s. 6d. per £25 stops at £1,000, and then becomes 1s. with a limit of £25. Under the new scale the 1s. 6d. per £25 goes on without change or limit up to £50,000, and the fee for registering a charge or transfer of that value will be £150 instead of £25. As far as we can see from our present perusal of the proposed rules promise a very considerable increase both of trouble and expense in regard to registration, and they will require very careful scrutiny. It will, of course, be noticed that the proposal to subject all titles to investigation is of extremely doubtful legality, having regard to the provisions of the Land Transfer Act, 1875, and the scheme of registration with possessory titles. And even the registration of all titles as absolute would go but a very little way to meet the objection to the performance of conveyancing business by a public office.

An intermediate Middlesex session was opened on the 8th inst. at the Guildhall, Westminster, before Sir Ralph Littler, K.C., chairman, Mr. Montagu Sharpe, deputy-chairman, and other justices. The calendar contained the names of thirty-seven persons charged with offences. In his charge to the grand jury Sir Ralph Littler said that there was just now a sort of epidemic of house-breaking and burglary. It was a serious matter. People in Middlesex were, however, safer from these crimes than people in some other places, because the invariable rule in that court was that prisoners found guilty after a previous conviction were given long sentences. It was thus put out of their power to commit crime for a long period. In several such cases recently there had been appeals to the Court of Criminal Appeal, but in every instance the sentence had been confirmed.

Paper Constitutions.

THE self-governing portions of the King's dominions beyond sea have what are often called "paper" constitutions—that is, their legislatures do not possess unlimited powers of passing statutes which shall have the force of law. Any statute passed by a colonial legislature must, in the last resort, be shown to be within the authority originally conferred on the dominion by the Imperial statute which gave to the legislature a law-making power. And the same principle applies to such subordinate quasi-legislation as the making of standing orders by each House or chamber of a legislature. From time to time the validity of a standing order made by a colonial legislative assembly or council is challenged in the courts. This, of course, is impossible in England in the same manner as it is possible in the case of colonial legislative bodies. A standing order of the House of Commons could only be so challenged if absolutely contrary to the law of the land. But the validity of any standing order of a colonial legislative assembly can be tested in the courts if it is alleged to have been made without authority. A better instance of this could not be desired than the recent case of *Harnett v. Crick* (*Times*, July 29th), an appeal to the Privy Council from the Supreme Court of New South Wales. The authority of the two Houses of the New South Wales Legislature to make standing rules and orders rests on the following enactment in the Constitution Act, 1902 (No. 32)—re-enacting provisions contained in the original Constitution: "15 (1) The Legislative Council and Legislative Assembly shall, as there may be occasion, prepare and adopt respectively standing rules and orders regulating," among other things, "the orderly conduct of such Council and Assembly respectively. . . . (2) Such rules and orders shall by such Council and Assembly respectively be laid before the Governor, and being by him approved shall become binding and of force."

The action in the New South Wales court was brought by the respondent (a member of the Legislative Assembly) against the appellant (the Sergeant-at-Arms) for a technical assault committed by the latter in removing the respondent from the precincts of the House. The ground of the action—and this was the point argued before the court below and before the Judicial Committee on appeal—was that a certain standing order passed by the Legislative Assembly was alleged to be invalid, as being unauthorized by the enactment above quoted. The standing order was this: "Whenever it shall have been ruled or decided (whether before or after the approval of the standing order) that the House may not proceed on a matter which has been initiated in the House affecting the alleged misconduct of a member, because thereby the said member may be prejudiced in a criminal trial then pending on charges founded on such misconduct, the House may suspend such member from the service of the House until the verdict of the jury has been returned, or until further order." This standing order was duly approved by the Governor. A criminal charge was then pending against the respondent, and in pursuance of the new standing order a resolution was passed by the Legislative Assembly suspending the respondent from the service of the House until the verdict of the jury in the criminal trial should be returned, or until further order. The respondent persisted in attending the House and was removed by the appellant in obedience to the Speaker's orders; hence the action.

The Supreme Court of New South Wales held the new standing order to be invalid, and judgment was given for the respondent. This decision has now been reversed on appeal to the Privy Council. In the course of the judgment by Lord MACNAGHTEN, it is said: "Two things seem to be clear:—(1) That the House itself is the sole judge whether an 'occasion' has arisen for the preparation and adoption of a standing order regulating the orderly conduct of the assembly, and (2) that no court of law can question the validity of a standing order duly passed and approved which, in the opinion of the House, was required by the exigency of the occasion, unless upon a fair view of all the circumstances it is apparent that it does not relate to the orderly conduct of the assembly." The Supreme Court thought that the fact that a

criminal charge was pending against a member in no way related to the orderly conduct of the House. The Judicial Committee examined the peculiar circumstances of the case, and came to a different conclusion. Thus the point for decision almost resolved itself into a question of fact. No such examination of surrounding facts and circumstances would be possible with respect to any standing order of the House of Commons.

Reviews.

International Law and the Russo-Japanese War.

INTERNATIONAL LAW APPLIED TO THE RUSSO-JAPANESE WAR, WITH THE DECISIONS OF THE JAPANESE PRIZE COURTS. By SAKUYÉ TAKAHASHI, Professor of International Law in the Imperial University of Tokyo, &c. Stevens & Sons (Limited).

This is a thick volume of over 800 pages, written by a Japanese lawyer in English. A few mis-spellings of proper names, and a foreign turn to many phrases, are rather welcome reminders that the book is the work of a foreigner. As regards the literary composition, and the labour expended, the book is a most creditable performance. It is, in fact, *magnifique, mais*—it is in no sense what an English lawyer would call a treatise on international law. Rather, the book may be described as, on the whole, an interesting account of an enormous number of incidents that took place in the Russo-Japanese War, from the point of view of a Japanese, and with observations on some of the rules of international law which those incidents brought into play or illustrated. Probably a much more readable volume has been the result than would have been produced by an orderly statement of principles backed by instances of their application to facts. The last 300 pages or so do, however, in some degree answer to our notion of a work on law, for these pages contain reports of cases decided in the Japanese Prize Courts. Certainly the arguments are set out at what an English reporter would consider inordinate length, but these cases are interesting accounts of the transactions, and the ingenuity of some of the points taken is considerable.

The case of *The Thalia* (p. 605) is well worth reading as a sort of answer to the conundrum—When is a ship not a ship? Answer: when she is taken on board another ship as cargo! Also, when she is lying high and dry on land! Some of the information given in the Appendices is likely to be found valuable. There is a complete diary of the war, for instance. There is also a list of vessels captured and a tabular statement of their fate, whether condemned or released. In the larger half of the book, though strictly speaking a series of narratives rather than a treatise on the subject of law, the specialist who is interested in questions of international law will find a great many facts to digest and some expressions of opinion worth considering. For instance, on p. 70 the subject of levying war taxes on resident foreigners is dealt with. The difficulty of finding an authoritative translation of the French original of Article XVII. of the First Hague Convention (treatment of officers who are prisoners of war) is referred to on p. 123. Three competing English translations (one by Professor Holland) are given. Finally, a fourth version was promulgated as part of the Second Hague Convention. The following quotation (p. 151) may serve as an illustration of the author's style and of his manner in introducing even amusing incidents: "The Japanese soldier, it has been said, makes war as becomes a gentleman. It may not be quite fitting for me to express an opinion, but I venture, nevertheless, to say that the commendation is not ill-deserved, and this brings one to the narration of a rather amusing incident. A Russian prisoner was being conducted by a young Japanese soldier to the Japanese camp, and was agreeably surprised to find the Japanese so kind to him. In order to shew his appreciation the prisoner suddenly embraced his captor and sought to kiss him. But the Japanese trooper had had no experience of this kind of salutation, and accordingly, fancying that the Russian intended to bite him, he administered a severe thump on the back, and thenceforward led his captive at arm's length."

Correspondence.

The Delays and Difficulties of Dealing in Consols.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I agree in general with your remarks under the above heading in your issue of August 1, but I think you must have forgotten the change in the practice of the Bank of England with regard to payment of dividends on Consols, though it is now some few years since the change was made.

Unless instructions are given to the contrary dividends are now

sent by post, and where the stock stands in joint names they are posted to the first name.

It does not seem to be generally known, but the Bank of England does issue Consol certificates to bearer. These certificates have dividend coupons attached. They are issued in denominations of £100, £200, £500 and £1,000.

At December 3, 1907, the issue of such certificates amounted to £48,467,800, while on the same date Consols inscribed in the Bank of England amounted to £514,878,573 and in the Bank of Ireland to £16,742,215.

The inscribed Consols and Consol certificates to bearer are interchangeable the one for the other, and the latter are largely used by stockbrokers and others who wish to obtain a temporary advance by deposit of the certificates with their bankers.

The certificates to bearer are also made use of by foreign investors in preference to inscribed Consols for the purpose of avoiding the English estate duties.

In several instances I have taken out representation to deceased foreigners who had been resident abroad and had invested in inscribed Consols not knowing that at their death English estate duty would be payable.

The beneficiaries in many of these cases would have sold out the Consols had they not been informed that they could exchange the inscribed Consols for Consol certificates to bearer, and so avoid the English death duty, provided of course that the certificates were not lodged in England at the time of their death.

Perhaps this information may be of use to some of your readers who do not know of the existence of Consol certificates to bearer.

August 11.

GAVELKIND.

CASES OF THE WEEK.

Before the Vacation Judge.

CAVENDISH v. TARRY. 12th Aug.

RESTRAINT OF TRADE—COVENANT—BREACH—AGREEMENT NOT TO "BE CONCERNED OR INTERESTED IN" A SIMILAR BUSINESS—EMPLOYMENT AS PAID SERVANT.

In construing a covenant in restraint of trade the circumstances and the business meaning of the words used must be regarded, and where the covenantor, the manager of the business sold, covenanted not to "be concerned or interested" in a similar business, held, a breach of such covenant to become the manager of a rival business in the same street.

Motion for an injunction. This was a motion to restrain the defendant, until judgment or further order, from at any time before December 20th, 1925, being concerned or interested, either directly or indirectly, in any business of a fruiterer, greengrocer, or florist at any place within a radius of twenty miles of Spitalfields Market without the consent in writing of the plaintiff. The plaintiff purchased from Henry Tarry, the defendant's father, his business of a fruiterer, greengrocer and florist, in Lamb-street, Spitalfields, with the sole right to use the name of Henry Tarry. The defendant, John Francis Tarry, was engaged in this business with his father as manager, and he was made a party to the agreement. He, with his father, thereby entered into the following covenant: "The vendor and the said John Francis Tarry shall not for the term of twenty years after the completion of the purchase, nor shall either of them be concerned or interested, either directly or indirectly, in any business of a fruiterer, greengrocer, or florist within a radius of twenty miles of Spitalfields Market aforesaid." By this agreement the plaintiff agreed to appoint the defendant as manager of the business on a three months' notice. He was accordingly appointed at a salary of £3 a week, but eventually received three months' notice to leave, expiring on June 29th last, when he left. He then entered into the employment of another fruiterer, greengrocer and florist in the same street as a weekly servant at the same salary, and had canvassed customers of the plaintiff. For the plaintiff *Hill v. Hill* (55 L. T. 769) was cited. It was contended for the defence that this covenant did not extend to the case of a paid servant. "Concerned or interested" in the covenant meant pecuniarily concerned or interested. *Gophir Diamond Co. v. Wood* (1902, 1 Ch. 950), *Smith v. Hancock* (1894, 2 Ch. 377), and *William Cory & Son (Limited) v. Harrison* (1906, A. C. 274) were cited. It was contended that in *Hill v. Hill* (*supra*) the covenant contained the words "being engaged in," and was wider than the present covenant, though it was true that the learned judge in his judgment said he did not regard these words.

Evyn, J., said that with regard to the construction of this contract, the introductory words of the judgment of the Lord Chancellor in *William Cory & Son (Limited) v. Harrison* (*supra*) seemed peculiarly applicable to this case. His lordship said at p. 275: "It would be absolutely impossible, I think, to lay down with precision what is, or is not, comprehended in such words as 'interested or concerned in.' You must look at the facts of the particular case, and look at the business meaning of the words." He must in this case have regard to the business relationship of the parties. The covenantor bore the same name as the vendor, and had acted as his assistant, which position he wished to retain, and it was in consequence stipulated that he should

be engaged by the plaintiff. But the plaintiff, appreciating the risk he ran of injury to his business by the defendant, had the covenant in question inserted in the agreement for the express purpose of guarding against that risk. What meaning ought he to give to the words "concerned in" in the covenant? Had this been a question of a breach by the father he might have adopted the construction of the covenant in *William Cory & Son (Limited) v. Harrison* (*supra*). But in the circumstances of this case he thought he should be destroying the whole value of the covenant if he cut it down so as to enable the defendant to transfer his services to a rival dealer, and enable him to use his knowledge of the purchased business and of its customers for the benefit of his new employer. He thought, therefore, looking at the business meaning of the words, that the defendant's action amounted to a breach of the covenant, and he accordingly granted an injunction until judgment.—COUNSEL, *Bramwell Davis, K.C.*, and *L. W. Vernon Harcourt; Eustace Smith*. SOLICITORS, *S. F. Miller, Vardon, & Miller; Wood & Wootton*.

[Reported by W. L. L. BELL, Barrister-at-Law.]

CASES OF LAST SITTINGS.

House of Lords.

WOOD GREEN URBAN DISTRICT COUNCIL v. JOSEPH.

8th and 15th May; 24th July.

SEWER—DRAINS—"SINGLE PRIVATE DRAIN"—CONDUIT RECEIVING DRAINAGE OF SEVERAL HOUSES OF ONE OWNER BESIDES HOUSES OF OTHER OWNERS—HOUSES OF ONE OWNER CONNECTED WITH CONDUIT IN PAIRS—PUBLIC HEALTH ACT, 1875 (38 AND 39 VICT. C. 55), ss. 4, 41—PUBLIC HEALTH ACTS AMENDMENT ACT, 1890 (53 AND 54 VICT. C. 59), s. 19.

A conduit laid in private ground received and conveyed to a public sewer the drainage of several houses, six of which belonged to the respondent and the others to different owners. The respondent's six houses were connected with the conduit in pairs, so that the drainage of each pair discharged into the conduit by means of a single pipe, and each of these three pipes was admittedly a drain. The local authority having executed repairs to the conduit, which as to one end was connected with a public sewer, claimed a proportion of the expenses from the respondent on the ground that the conduit was a single private drain within section 19 of the Public Health Acts Amendment Act of 1890.

Held, dismissing the appeal by the local authority, that the respondent was not liable, because his houses were not "connected" with a public sewer all the way by a single private drain, part of the connection being by pipes admittedly sewers.

The respondent was the owner of six houses in a row of sixteen houses in Parkhurst-road within the appellants' district. The sixteen houses were drained in pairs by means of a pipe which discharged into another pipe, the three pipes together being in the shape of the letter Y. The stem of the Y discharged into a single line of pipes laid in private ground behind the row of houses and running parallel to them, and this line of pipes discharged into a public sewer under a highway known as Marquis-road. It was admitted that the common pipe belonging to each pair of houses (the stem of the Y) was a sewer, but the local authority sought to recover from the respondent the expenses of certain repairs to the line of pipes laid behind the houses on the ground that it was a single private drain within section 19 of the Act of 1890. The Court of Appeal held that as the three single pipes connecting the respondent's houses with the conduit were "sewers," and did not themselves come within section 19 of the Act of 1890, the houses were not, within the meaning of that section, connected with the public sewer by means of that conduit, and therefore, even assuming the conduit to be a "single private drain," the respondent was not liable to contribute to the expense of repairing it. The case is reported 1907, 1 K. B. 182, 5 L. G. R. 322. The local authority appealed.

THE HOUSE having taken time,

LORD ASHBORNE read a judgment, in the course of which he said: "The questions are as to the rights claimed by the appellants under section 19 of the Public Health Acts Amendment Act, 1890. The words relied on are, 'Where two or more houses belonging to different owners are connected with a public sewer by a single private drain.' This involves two questions:—(1) Are the respondent's houses connected with a public sewer in Marquis-road by a single private drain? (2) Is the conduit running parallel to and at the back of Parkhurst-road a single private drain? The Court of Appeal found for the respondent on the first ground, while the judges of the Divisional Court found for him on the second. If either ground is correct the appeal must be dismissed. On the first point I agree with the Court of Appeal. I cannot hold that the houses are connected with a public sewer by a single private drain when admittedly the connection was interrupted on its way by a public sewer (the stem of the Y). In my opinion the King's Bench Division was right as well as the Court of Appeal. They reached the same conclusion on different but not contradictory grounds, and in my opinion the order appealed from should be affirmed, and the appeal dismissed with costs."

LORD ATKINSON read a judgment to the same effect.

LORD LOREBURN, C., said he fully agreed with Lord Atkinson's judgment, which he had had an opportunity of reading.

Lord MACNAGHTEN concurred. Appeal dismissed.—COUNSEL, Sir Robert Finlay, K.C., Macmorran, K.C., and Clement Edwards; Danckwerts, K.C., and R. A. Glen. SOLICITORS, Croft & Mortimer; Miles, Hair, & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

GREENSHIELDS, COWIE, & CO. v. STEPHENS & SONS (LIM.).
9th and 31st July.

GENERAL AVERAGE—CARGO OF COAL—"PORTIONS OF BULK CARGO" ON FIRE—WATER DAMAGE TO CARGO—LIABILITY OF SHIP TO CONTRIBUTE TO GENERAL AVERAGE—MERCHANT SHIPPING ACT, 1894, s. 502.

A vessel belonging to the appellants was chartered by them to a firm of merchants to carry a cargo of coal from Calcutta to Bombay. While on the voyage spontaneous combustion took place and much of the coal shipped by the charterers was damaged by fire and water. The vessel made for Colombo, and there discharged the coal. The question was whether the charterers were entitled to have made good in general average any damage done to the coal by the means taken to extinguish the fire.

Held, that the charterers were not disentitled from enforcing such contribution by reason of the fact that the fire arose by spontaneous combustion in part of the coal shipped by them in pursuance of the obligations of the charter-party.

Appeal by the plaintiffs from an order of the Court of Appeal, reported 1908, 1 K. B. (C. A.) 51, affirming a judgment of Channell, J. The appellants are the owners of the s.s. *Knight of the Garter*. By a charter-party dated the 23rd of March, 1905, the appellants chartered this vessel to Messrs. Andrew Yule & Co., merchants, to carry a cargo of coal from Calcutta to Bombay. The respondents were sued as guarantors under a letter dated the 22nd of June, 1905, of whatever might be due for general average contribution from Messrs. Andrew Yule & Co. to the appellants.

THE HOUSE took time for consideration.

Lord HALSBURY, in moving that the appeal should be dismissed, said that the facts were not in dispute. The *Knight of the Garter* was loaded at Calcutta with 8,777 tons of steam coal and 195 tons of hard coke, and left on the 25th of April, 1905. The voyage usually occupied nine days, but she was delayed in crossing the Hoogly bar. On the 9th of May smoke was seen rising from one of her holds. On the two following days great heat was developed, explosions were heard, and fire was seen, and it was decided to proceed to Colombo. During the voyage from the 9th to the 12th, when she arrived at Colombo, steam was injected into the holds in order to check the fire. Surveyors were consulted, and finally it was decided that the entire cargo should be discharged. This was done, and the coals while this was being done were pumped up, and were found damaged to the extent of 25 per cent., partly by fire and partly by water. The ship herself was also considerably damaged by fire. An average adjustment was accordingly prepared, but its conclusions were disputed on the ground that the owners of the cargo were not entitled to any general average because, first, the fire arose from the inherent vice of the coals shipped by them. This indeed was the main contention. The truth was that whatever plausibility existed in the argument was due to the use of a misleading phrase, i.e., "the inherent vice" of the cargo. The phrase was supposed to be justified by what was undoubtedly the fact that the coals took fire from spontaneous combustion. It was very difficult to say there was one arguable point of law in the appellant's favour. It was absolutely clear that it was a common adventure, that it was for the safety of all, including cargo and ship, that the voyage was put an end to at Colombo, and that measures were properly and prudently taken to save both. *Prima facie*, therefore, it was clearly a case of general average, and it was the misleading phrase "inherent vice" which had lent plausibility but an absolutely fallacious effect to the argument. The shipowner was a party to taking in his ship the coals which it was assumed both parties were equally familiar with, and their liability to spontaneous combustion, and all the other circumstances, climate and quantity, and depths of hold, and the peculiarities of the River Hoogly were equally known to both.

Lords ASHBURNE, MACNAGHTEN, JAMES OF HEREFORD, and COLLINS concurred. Appeal dismissed with costs.—COUNSEL, J. A. Hamilton, K.C., and Maurice Hill; Scrutton, K.C., and Mackinnon. SOLICITORS, Waltons, Johnson, Bubb, & Whetton; Thomas Cooper & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

Privy Council.

BANK OF BOMBAY AND ANOTHER v. SULEMAN SOMJI AND OTHERS. 21st July.

EXECUTOR—RESIDUARY LEGATEE—CHARGE ON PROPERTY FOR LEGACY—MORTGAGE BY RESIDUARY LEGATEE—CONSTRUCTIVE NOTICE OF CHARGE—PRIORITY.

The testator, who died in 1895, by his will left all his property to his four sons by his first wife, subject to a charge for a legacy in favour of his four sons by his second wife. The legacy remained unpaid. To secure advances the four elder sons in 1890 deposited the title deeds of part of the property with a bank, and in 1899 they executed a formal mortgage of the property to the bank.

Held, that as the bank, if they had made an investigation of title, would have become aware of the charge created by the will, the claim

of the four younger sons must prevail over the mortgage to the bank, as there was no suggestion that there had been any concealment of the fact by the mortgagors.

Appeal from a judgment of the High Court of Bombay. The testator left eight sons—four by his first wife and four by his second wife—all of whom survived him. By his will he left all his property to his four sons by his first wife, subject to a charge in favour of his four sons by his second wife. The legacy remained unpaid. In 1890 the four eldest sons deposited the title deeds of part of the property with the Bank of Bombay as security for an advance of 52,000 rupees, and in 1899 they executed a formal mortgage of the property to the bank. The bank's legal advisers made no inquiries, and it was not suggested that the mortgagors practised any concealment of the real facts of the case. When the bank advertised the property for sale the four younger brothers filed this suit in order to establish the priority of their charge over the mortgage to the bank. The High Court of Bombay held that as the four younger sons were legatees, and as the bank could, had it chosen to make any investigation of title, have discovered the charge and, therefore, must be deemed to have had constructive notice of it, the claim of the four younger sons had priority over that of the bank. The bank appealed. The appeal was heard before a Board consisting of Lord Macnaghten, Lord Atkinson, Sir Andrew Scoble, and Sir Arthur Wilson, and judgment reserved.

July 21.—Sir ANDREW SCOBLE, in delivering their lordships' judgment, said their lordships agreed with the learned judges of the High Court of Bombay that the claim of the legatees prevailed over that of the bank. They would, therefore, humbly advise his Majesty to dismiss the appeal of the bank with costs.—COUNSEL, Sir Robert Finlay, K.C., Leveitt, K.C., and Frank Russell, K.C.; Danckwerts, K.C., and P. S. Stokes. SOLICITORS, Cameron, Kemm, & Co.; Rawle, Johnstone, & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re MACFADYEN & CO. (SEPARATE ESTATE OF PATRICK MACFADYEN, DECEASED). Ex parte VIZIANAGARAM MINING CO. (LIM.). C.A. No. 2. 25th, 27th, and 31st July.

BANKRUPTCY—PROOF—PARTNERSHIP—PROOF AGAINST JOINT AND SEPARATE ESTATES—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), SCHEDULE 2, r. 18.

The bankrupt, Patrick Macfadyen, had been a director of a company, and also a partner in a firm which acted as general managers and agents to the company. He pledged with a bank documents of the company which came into his power in his capacity as a partner in the firm to secure advances of money which he used for the purposes of the firm. Macfadyen and the firm both became bankrupt, and the company had to pay over £12,000 to redeem their documents from the bank. The company's claim to prove for this amount both against the joint estate of the firm and the separate estate of Macfadyen was allowed.

Appeal from a decision of Bigham, J. (reported ante, p. 623). The Vizianagaram Mining Co. (Limited) was formed in 1894 to work mines in India. By article 77 Macfadyen was appointed one of the three directors, and by article 94 the firm of Macfadyen & Co., of London, which traded in Madras under the style of Arbuthnot & Co., were appointed general managers and agents to the company. At the date of Patrick Macfadyen's death and bankruptcy he was chairman of the company, and he was the sole partner in London in the firm of Macfadyen & Co. The course of business between the parties was for the company to send the ore from the mines to Arbuthnot & Co. at Madras. Arbuthnot & Co. arranged for the shipment of the ore, and handed the bills of lading to the Madras office of the National Bank of India. The bank forwarded the bills of lading to their London office, where they were at the disposal of Macfadyen & Co. Macfadyen, as sole partner in the firm in London, raised loans on the bills of lading and applied the proceeds to the purposes of the firm. At the date of his death and bankruptcy, and at the date of the bankruptcy of Macfadyen & Co., the bank held bills of lading of ore to secure loans to an amount of £12,244 6s. 7d., which sum the company had to pay in order to redeem the bills of lading. The company then presented proofs for this amount both against the joint estate of the firm and the separate estate of Macfadyen. The trustee admitted the proof against the joint estate, but rejected the proof against the separate estate, and the rejection was upheld by Bigham, J., from whose decision the company appealed. Counsel for the appellant contended that the company was entitled to prove against the separate estate as well as the joint estate under the terms of rule 18 of Schedule 2 of the Bankruptcy Act, 1883, Macfadyen having been at the date of the receiving order liable to the company in respect of two distinct contracts, one as director of the company, the other as a member of the firm of Macfadyen & Co. As a director Macfadyen was in the position of a trustee for the company, at any rate to the extent of being trustee of his powers as a director. He could have prevented the misappropriation of the property of the company, but he misused his powers, and in breach of his duty as a trustee he allowed the company's property to be used for the purposes of his firm. Breach of duty by a trustee is treated by the Courts as a breach of contract, and Macfadyen would have had no answer to an action against him in the Chancery Division for breach of his duty as a director. They

cited *Ex parte Sheppard, Re Parker* (35 W. R. 566, 19 Q. B. D. 84), *Ex parte Adamson, Re Collie* (26 W. R. 890, 8 Ch. D. 807), *Emma Mining Co. v. Grant* (11 Ch. D. 918), *Parker v. McKenna* (10 Ch. 96), and *Flitcroft's case* (21 Ch. D. 519). Counsel for the respondent contended that a director was not in the same position as a trustee; he was not the owner of the property of the company, and could only be held liable as a trustee in respect of property of the company which might come into his hands by reason of his being a director. In the present case no property came into the bankrupt's hands as a director; it was only as a partner in the firm of Macfadyen & Co. that he was able to get control of the bills of lading. They cited *Forest of Dean Coal Co.* (10 Ch. D. 450) and *Smith v. Anderson* (15 Ch. D., at p. 275). [FARWELL, L.J., referred to *Percival v. White* (1902, 2 Ch., at p. 425).]

THE COURT reserved judgment.

July 31.—COZENS-HARDY, M.R. (after stating the facts).—The general rule in bankruptcy is that a creditor cannot prove against the joint estate of a firm and the separate estate of a partner in that firm unless the partner was at the date of the receiving order liable to the creditor in respect of a distinct contract as apart from his liability as a member of the firm (Bankruptcy Act, 1883, Schedule 2, r. 18). It was decided in *Re Parker, Ex parte Sheppard*, which decision has never been questioned, that where a partner in the firm is a trustee, and the trust funds have been misapplied by his firm, he is liable in respect of a distinct contract as trustee, and proof can be admitted against his separate estate as well as against the joint estate of his firm. I think it makes no difference that the trust is not an express one, or whether the trust funds have come properly or improperly into the hands of the firm. I do not think that the position of a director such as was held by the bankrupt in this case can be differentiated from that of a trustee. It is true that he is not trustee of the property of the company until it comes into his hand, but it is none the less his duty to see that it is not misapplied. I have no doubt that a bill in Chancery would have lain against a director in the circumstances of this case whether the property came into his hands as a director or not. I think it follows that the bankrupt here was guilty of a breach of trust in dealing with the bills of lading in a way which he knew was wrong. The liability of a trustee for breach of trust is a liability for breach of contract, not for tort. I hold, therefore, that the bankrupt was liable to the creditors in respect of a distinct contract within rule 18 of Schedule 2, and that the proof must be admitted against his separate estate.

FARWELL, L.J.—The bankrupt in this case was a member of a firm, and liable as such for the dealings with the bills of lading. He was also a sole contractor by reason of his being a director of the company, which involved a fiduciary relation to the company. Directors are certainly trustees of property of the company which comes into their hands, and in this case the bills of lading came into the control of the bankrupt. I agree, therefore, that this appeal must be allowed.

KENNEDY, L.J.—There is no question here but that the bankrupt was guilty, together with his partners, of improper dealing with the property of the company. The only question is whether his legal position as a director is so far identical with that of a trustee as to imply a contractual duty on the part of a director arising out of his acceptance of that office. The distinction between the position of a director and that of a trustee is pointed out in *Smith v. Anderson*, but still, the liability of a director closely resembles that of a trustee. See Lindley on Companies, p. 527. In *Marzetti's case* (42 L. T. N. S., p. 209) directors are defined as confidential agents with the liabilities of trustees, but having a large discretion. Here I think the bankrupt, as a director, was guilty of a breach of trust, and that the creditors have a right of proof against his separate estate. Appeal allowed.—COUNSEL, *Banks, K.C.*, and *S. G. Lushington*; *Scrutton, K.C.*, and *Hansell*. SOLICITORS, *Freshfields*; *Stibbard, Gibson & Co.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

Re WEIGHILL. Ex parte FABER, FAWCETT, & FABER.
Bigham and Jelf, JJ. 30th July.

BANKRUPTCY—COSTS—TAXATION—SMALL BANKRUPTCIES—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 121—BANKRUPTCY RULES, 1886-1890, r. 112.

During the course of a small bankruptcy the Official Receiver, as trustee, employed solicitors to obtain probate of the will of the bankrupt's wife. The registrar of the county court taxed off two-fifths of the profit costs of the solicitors, holding that the steps taken to obtain probate were proceedings under the Bankruptcy Act within the terms of rule 112 of the Bankruptcy Rules, 1886-1890.

Held, that the words "proceedings under the Act" must be strictly construed, and did not apply to proceedings taken outside the Bankruptcy Court. The Court, however, came to this decision with great reluctance and only because they felt bound to follow *Re Parfitt* (37 W. R. 751, 23 Q. B. D. 40).

Appeal by the solicitors to the Official Receiver, the *ex-officio* trustee in the bankruptcy, from the taxation of their costs in the County Court at Stockton-on-Tees. In this bankruptcy, the court, being satisfied that the property of the debtor was not likely to exceed in value three hundred pounds, made an order that the estate be administered in a summary manner under section 121 of the Bankruptcy Act, 1883, and the Official Receiver became *ex-officio* trustee. During the course of the bankruptcy the bankrupt's wife died, and the Official Receiver obtained probate of her will under section 73 of the Probate Act. The appellants were employed by the Official Receiver to take the necessary steps to obtain probate. When they brought in their bill

for taxation before the registrar of the county court, he disallowed two-fifths of their profit costs under the terms of rule 112 of the Bankruptcy Rules, 1886-1890, which is as follows:—(1) The scale of costs set forth in the appendix and the regulations contained in such scale shall, subject to these rules, apply to the taxation and allowance of costs and charges in all proceedings under the Act and these rules. (2) Subject to the provisions of No. 1 of the scale of costs, where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitor's costs shall be allowed in all proceedings under the Act in which costs are payable out of the estate, namely, three-fifths of the charges ordinarily allowed, disbursements being added." Counsel for the appellants contended that this rule only applied to proceedings under the Bankruptcy Act, not to proceedings in courts other than the Bankruptcy Court. The scale of costs to which the rule refers only applies to proceedings in bankruptcy, and contains no items outside such proceedings. Cave, J., in *Re Parfitt* (37 W. R. 751, 23 Q. B. D. 40), laid down that the words "proceedings under the Act" were to be construed strictly, and allowed in that case the full costs of some conveyancing work done by the solicitors to the trustee. The London Bankruptcy Court has always acted upon this decision. Counsel for the Board of Trade contended that the proceedings must be held to come "under the Act," because, apart from the Act, the Official Receiver could never have taken them. His sole title to obtain probate was under the Bankruptcy Act. The decision in *Re Parfitt* was wrong, and the Divisional Court were not bound to follow it.

THE COURT (BIGHAM and JELF, JJ.) were both of opinion that if they had had to decide the point without the guidance of previous decisions they would have held that the obtaining probate in the present case was a "proceeding under the Act." It was a proceeding rendered necessary by the bankruptcy, and could only be taken by virtue of the Bankruptcy Act. However, as Cave, J., had come to a different conclusion in *Re Parfitt*, and that decision had been acted on for over twenty years, and the practice in London had been settled in accordance therewith, they felt that they must be bound by that decision and allowed the appeal.—COUNSEL, *Hansell*; *S. G. Lushington*. SOLICITORS, *Tatham & Lousada*, for *Faber, Fawcett & Faber*, Stockton-on-Tees; *The Solicitor to the Board of Trade*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

Re HOLMES. Ex parte CLOSE. Bigham and Jelf, JJ. 30th July.

BANKRUPTCY—LEASE—DISCLAIMER—VESTING ORDER—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 55, sub-section 6.

The bankrupt held a lease of a plot of land for 999 years at £150 a year ground-rent, which had been disclaimed by the trustee. The bankrupt had divided the plot into five parts, four of which he had mortgaged by sub-demise.

Held, that the mortgagees were entitled to a vesting order of the whole of the plot by way of compensation for their liability to pay the whole of the ground-rent.

Appeal against a vesting order made by the county court judge at York. The appellant, J. W. Close, let a plot of ground to the bankrupt on the 21st of September, 1899, for 999 years at a ground-rent of £150 a year, and the bankrupt covenanted to erect twelve houses upon the plot at a cost of £10,000 within twelve months. The bankrupt divided up the ground into four plots, upon which he built ten houses, and he mortgaged the four plots by sub-demises to four different persons. He never built upon the fifth plot, nor did he mortgage it, or deal with it in any way. As between himself and his mortgagees he apportioned the ground-rent among the four plots to the amount of £116, leaving £34 to arise out of the fifth plot. On the 19th of June, 1907, a receiving order was made against the bankrupt, whose trustee disclaimed the lease. The four mortgagees appointed J. H. Ashworth, the respondent, trustee of their interests, and he applied for, and obtained, a vesting order, vesting in him the whole of the land originally demised by Close, inclusive of the fifth plot. Counsel for the appellant contended that Ashworth had no right to have the fifth plot vested in him as he was not "a person claiming any interest in" or "subject to any liability in respect of" the fifth plot within section 55, sub-section 6, of the Bankruptcy Act, 1883. He submitted that the fifth plot ought to be vested in Close, the original lessor. Counsel for the respondent pointed out that as the rent had never been apportioned by the landlord every part of the plot originally demised was liable to distraint for the whole ground-rent. The mortgagees had offered to make no claim to the fifth plot if the landlord would apportion the rent, but he had refused to do so. If only four-fifths of the land were to be vested in them, and they were to be liable for the whole of the rent, it was an injustice to them, whereas it was no injustice to the landlord to vest the whole plot in the mortgagees, for he would still have tenants liable to him for the whole of the rent. It was just that the fifth plot should be delivered to them "by way of compensation" for their liability under the terms of section 55, sub-section 6, of the Bankruptcy Act, 1883.

BIGHAM, J.—When the four mortgagees applied to the court through their trustee for a vesting order each one of them was in such a position that distress might be levied on each of their plots for the whole rent reserved by the lease. They applied as persons claiming an interest, or under a liability, in respect of the disclaimed property, persons who, if a vesting order were made in favour of the landlord, would be injuriously affected. The court had vested the whole plot in a trustee for the mortgagees on the terms of their paying the rent and performing the obligations under the original lease, so that the

landlord has all that he had before the bankruptcy, except that, instead of the bankrupt, he has privy of estate between himself and the trustee, who is a solvent person. He is not injured in any way, and the applicants are protected from onerous obligations. The order seems to me to come within the very words of the section. "The court may . . . make an order for the vesting of the property . . . to any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation for such liability aforesaid."

JELF, J.—In deciding this case it is necessary to consider the objects of section 55 of the statute. In ordinary course leaseholds pass to the trustee in a bankruptcy, but as they may often prove a *damnum hereditas* the Act provided that the trustee might disclaim them. If there are no sub-tenants the matter is quite simple; when the lease has been disclaimed the property goes back to the landlord. But as many dealings with the property may exist, the section deals in wide terms with the rights of sub-tenants. The great object of the court is to take care on the one hand to properly compensate sub-tenants who are liable to rent for all parts of the land and to other consequences, and to see on the other hand that the landlord is no worse off than he would have been if there had been no disclaimer. Sub-section 6 of section 55 reads: "The court may, on application by any person either claiming any interest in any disclaimed property, or under any liability not discharged by this Act in respect of any disclaimed property"—that, I think, means the whole of the disclaimed property—"make an order for the vesting of the property in"—that, again, means the whole property—"or delivery thereof to any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation for such liability aforesaid"—that clearly implies that the court, if necessary, may give the applicants something more than they were entitled to before—"or a trustee for him"—that enables, as in the present case, a simple arrangement to be made settling all the rights of the sub-tenants. I think that the order of the county court was within both the words and the spirit of the section. Appeal dismissed.—COUNSEL, Frank Mellor; Gore-Browne, K.C., and R. Watson. SOLICITORS, Collyer-Bristow & Co., for Title & Paver-Crow, Harrogate; Burn & Berridge, for Watson, Son & Smith, Bradford.

[Reported by P. M. FRANCES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

HAMPSON v. HAMPSON. Gorell Barnes, P. 20th and 27th July.

DIVORCE—DOUBLE MARRIAGE—RECTIFICATION OF DECREES NISI AND ABSOLUTE.

A wife, who had been married both before a registrar and in church, petitioned for a divorce, but in her petition and during the proceedings only disclosed the fact of the subsequent religious ceremony. The error was discovered after the decree absolute had been pronounced. On motion to rectify decrees,

Gorell Barnes, P., granted the application provided that the petition was amended and affidavit filed showing service upon the respondent.

Motion to rectify divorce decrees. It appeared that on the 13th of March, 1899, Leah Susan Hampson, nee Greenberg, married Thomas Birch Hampson at the Chorlton Register Office, Manchester, but, on the 21st of June following, was remarried to him at St. Mary's, Snow Hill, Birmingham. She petitioned for a divorce on the 1st of October, 1906, on the ground of her husband's adultery and cruelty. The suit was undefended, and on the 28th of January, 1907, a decree nisi was pronounced, which was made absolute on the 28th of August, 1907. In the petition and during the hearing the religious ceremony was alone referred to, Mrs. Hampson believing that that ceremony was the binding one. The error had only been discovered recently, and the petitioner now sought to rectify the decrees nisi and absolute. Counsel admitted that he was unable to find any authority in point, but submitted that the court had full discretion in the matter. The respondent had had notice of the motion.

GORELL BARNES, P., said that he would grant the motion, provided that the petition was amended by inserting the date of the first marriage, and that an affidavit of service upon the respondent was filed.—COUNSEL, Willcock. SOLICITORS, Lumley & Lumley.

[Reported by DIGNY COLES-PREEST, Barrister-at-Law.]

Court of Criminal Appeal.

R. v. SOCKETT. 31st July.

CRIMINAL LAW—APPEAL—WOMAN CONSENTING TO USE OF INSTRUMENT TO PROCURE HER OWN MISCARRIAGE—INDICTMENT FOR AIDING AND ABETTING—NO ALLEGATION IN INDICTMENT OF PREGNANCY—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. C. 100), s. 58.

A. can be convicted of being "present, aiding and abetting and assisting" B. to use an instrument upon A. with the intent to procure the miscarriage of A. under section 58 of the Offences Against the Person Act, 1861, although there is no allegation in the indictment that the accused was "with child" at the time of the offence.

Sockett was indicted at the Warwick Assizes, before Darling, J., for that she feloniously was present aiding, abetting and assisting one

Rowland to use an instrument on Sockett with the intent to procure the miscarriage of Sockett. There was no allegation in the indictment that Sockett was "with child" at the time the offence was committed. It appeared from the evidence that Sockett visited the house of Rowland, and there allowed Rowland to use an instrument upon her. The jury convicted Sockett and also Rowland, who was indicted in the same indictment with Sockett, and they found as a fact that Sockett was pregnant at the time. Sockett appealed. By section 58 of the Offences Against the Person Act, 1861: "Every woman being with child, who, with intent to procure her own miscarriage, shall unlawfully administer to herself any poison or other noxious thing, or shall unlawfully use any instrument or other means whatsoever with the like intent, and whosoever, with intent to procure the miscarriage of any woman, whether she be or be not with child, shall unlawfully administer to her, or cause to be taken by her, any poison or other noxious thing, or shall unlawfully use any instrument or other means whatsoever with the like intent, shall be guilty of felony." It was contended for the appellant that if she was indicted for the first offence in the section, the indictment was bad upon the face of it, as there was no allegation that she was "with child" at the time the act was committed. Further, she could not be indicted as a principal in the second degree as assisting in the last offence set out in the section, when the facts shewed that, if she was guilty, it was as a principal of the first degree of the first-mentioned offence. It could not be that she was liable for consenting to the perpetration of an offence by another, for which she would not be liable if she had committed it herself. *Reg. v. Whitchurch* (1890, 24 Q. B. D. 420) shewed that she should have been indicted for conspiracy. *Reg. v. Tyrell* (1894, 1 Q. B. 710) was cited.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and DARLING, JJ.) upheld the conviction.

LORD ALVERSTONE saying that though it was curious that the two offences differed in this particular, there was no reason why Sockett should not be convicted of aiding and abetting the second offence set out in the section.—COUNSEL, L. G. Sturge; R. T. G. Tangye.

[Reported by C. G. MORAN, Barrister-at-Law.]

New Orders, &c.

Draft Land Transfer Rules.

THE LAND TRANSFER RULES, 1903, DATED 1903, MADE IN PURSUANCE OF SECTION 111 OF THE LAND TRANSFER ACT, 1875,* AND OF SECTION 22 OF THE LAND TRANSFER ACT, 1897.†

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, The Right Honourable Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, with the advice and assistance of the Honourable Sir Matthew Ingle Joyce, Knight, a Judge of the Chancery Division of the High Court of Justice, chosen by the Judges of that Division, Charles Fortescue Brickdale, Esq., Registrar of the Land Registry, Philip Spencer Gregory, Esq., Barrister-at-Law, chosen by the General Council of the Bar, James William Clark, Esq., one of His Majesty's Counsel, chosen by the Board of Agriculture, and Richard Pennington, Esq., Solicitor, chosen by the Council of the Law Society, by virtue and in pursuance of the Land Transfer Acts, 1875 and 1897, and of all other powers and authorities enabling in that behalf, do make the following General Rules for the purpose of carrying the said Acts into execution.

Dated this day of , 1908.

Rules 18 to 49 inclusive of the Land Transfer Rules, 1903, are abrogated, and the following Rules are substituted therefor:—

General Provisions.

18. Application for registration shall be made by delivering at the Registry either:—

- (i.) a written application to the effect of Form 1, 2, or 3 (as the case may require) in the First Schedule hereto, or,
- (ii.) if the Registrar shall think fit, the draft entries for the Register, approved by the applicant or his solicitor.

19. The application shall (unless the Registrar shall otherwise direct) be accompanied by—

- (i.) all such original deeds and documents relating to the title as the applicant has in his possession or under his control, including opinions of counsel, abstracts of title, contracts for or conditions of sale, requisitions, replies and other like documents, in regard to the title, and
- (ii.) a copy or sufficient abstract of the latest document of title, not being a document of record, and
- (iii.) sufficient particulars, by plan or otherwise, to enable the land to be fully identified on the Ordnance Map or Land Registry General Map,

and a list in duplicate of all documents delivered at the Registry shall be left with the documents.

20. If the applicant for registration desires to annex conditions to the land under the provisions of Section 84 of the Act of 1875, as

amended by the Act of 1897, such conditions shall be stated in or delivered with the application.

21. When the application is for registration in the name of a nominee, or is made by a purchaser, the consent in writing of the nominee, or of the vendor or his solicitor, shall be delivered with the application.

22. Where any land comprised in an application for registration is below high-water mark at ordinary spring tides, the fact shall be stated in the application, and such notices (if any) as may be required by Section 66 of the Act of 1875 shall be served through the Registry.

23. Applications delivered at the Registry shall be entered in a book in the order in which they are delivered, and shall be numbered accordingly.

24. The title shown by the documents accompanying the application shall be examined by or under the superintendence of the Registrar in accordance with the usual conveyancing practice, and he may make such searches and further inquiries and give such notices to tenants and occupiers and other persons as he may deem expedient.

25. Where land is proposed to be registered with Absolute or Good Leasehold title, the whole or any portion of the examination of the title may be referred by the Registrar, if he thinks fit, for the opinion of one of the Examiners of Title mentioned in Rule 313, and the Registrar may act on such opinion.

26. All searches and inquiries which the Registrar may consider necessary in the examination of, or in relation to, the title shall be made by such person and in such manner as the Registrar shall direct.

27. Where land is proposed to be registered with Absolute or Good Leasehold title, and either (1) the land has been sold or purchased under an order of the Court, or (2) has been registered with Possessory or Qualified title for six years, the first proprietor having been a purchaser on sale, or (3) it shall appear to the Registrar that the title has been sufficiently investigated on a transaction for value, the examination of the title may be modified in such manner as the Registrar may think fit.

28. Subject to the provisions of Rules 30 and 54, before any registration is completed with Absolute or Good Leasehold title, an advertisement shall be inserted in the London Gazette and in such local or other newspaper or newspapers and in such manner as shall be fixed by the Registrar in each case.

The advertisement shall give the name and address of the person to be registered, the short description of the land, and the situation thereof, and shall require objections (if any) to be made before the expiration of a stated period not less than one month from the appearance of the advertisement in the London Gazette.

29. The fee to be paid by the Registry for each advertisement in the London Gazette shall be five shillings.

30. If the land be situate in a district in which registration of title is compulsory on sale, and the applicant is a purchaser on a sale completed within the year preceding the application, an advertisement shall not, unless the Registrar thinks it necessary or advisable, be issued in any of the following cases, namely:—

- (a) Where the land is subject to the jurisdiction of the Middlesex or Yorkshire Registries of Deeds, and the title does not depend on proof of pedigree.
- (b) Where, within two years before the date of the application, the land has been offered for sale by public auction and has been sold at or after such auction.
- (c) Where the value of the land does not exceed £500.
- (d) Where the land, being freehold, is identical with or included in the land described in and conveyed by a title deed dated more than twelve years before the application, and dealt with by the subsequent documents of title (if any), and the Registrar is satisfied that possession, or receipt of the rents and profits, has been continuously enjoyed in accordance with the title from the date of such title deed, and the subsequent title does not depend upon proof of pedigree.
- (e) Where the land, being leasehold, is identical with or included in the land described in and demised by the lease and dealt with by the subsequent documents of title (if any), and the Registrar is satisfied that possession, or receipt of the rents and profits, has been continuously enjoyed in accordance with the title from the date of the lease, and the title does not depend on proof of pedigree.

31. Any person may, by notice in writing, signed by himself or his solicitor and delivered at the Registry before the completion of the registration, object to the registration. Such notice shall state concisely the grounds of the objection and give an address in England or Wales of the person objecting to which all notices and other communications for him may be sent through the post.

32. The Registrar shall thereupon give notice to the applicant of the objection, and the title shall not be registered until the objection has been withdrawn or otherwise disposed of. The applicant may obtain an appointment before the Registrar for the hearing of any objection, and the objector shall have at least seven clear days' notice of such appointment.

33. The Registrar shall hear and determine the objection, subject to appeal to the Court. If the objector does not appear at the time appointed, his objection shall be treated as withdrawn unless the Registrar allows another appointment to be made. At the hearing of the objection any party may be heard in person or by his counsel or solicitor.

34. Where any person objecting to registration desires to have any entry for his protection made in the Register, he shall proceed in the

same manner as is directed with respect to applications made under Rule 215, unless the applicant for registration consents to the entry being made.

35. No registration with Absolute title shall be made until and unless the Registrar approves of the title, but if upon an application for registration with Possessory title the Registrar approves of the title the registration may (subject to the provision of Rule 53) be completed with Absolute or Good Leasehold title, unless the applicant upon notice objects.

36. If it appears to the Registrar, upon the examination of the title, that a Qualified title only ought to be entered on the Register, and the applicant on being informed thereof requests in writing that such Qualified title shall be entered, the Registrar shall frame the proper entries for the Register, and shall obtain the applicant's approval of them, and shall register the Qualified title accordingly, whether the application was for registration with Absolute or with Possessory title.

37. In any case where the registration is not made with Absolute Good Leasehold or Qualified title under Rule 35 or Rule 36 but the documents afford *prima facie* evidence of the applicant's right to apply for registration as first proprietor the registration shall be completed with Possessory title, but in cases of application for registration with Absolute or Good Leasehold title registration with Possessory title shall not be made without the consent of the applicant.

Where the applicant has no documents of title in his possession or under his control a statutory declaration by the applicant in Form 4 in the First Schedule hereto may, if the Registrar be satisfied on inquiry or otherwise that the applicant is in possession or receipt of the rents and profits of the land, be taken as *prima facie* evidence of his right to apply for registration as first proprietor.

38. In all cases the entries for the Register and the plan shall be drawn or settled by the Registrar, and, unless the Registrar shall think it unnecessary, approved by the applicant or his solicitor.

39. Where the estate of the first registered proprietor is or may be subject to a restraint on alienation, the Registrar shall enter a restriction protecting any such restraint in such manner and form as he shall think fit.

40. If the Registrar is of opinion that an Absolute or Good Leasehold title may be registered at the expiration of a certain period or on the occurrence of a particular event, he may (unless the applicant upon notice objects) enter a note of the fact, and, on the expiration of that period, or on proof to his satisfaction of the occurrence of the event, he may, if he think fit, register the title as Absolute or Good Leasehold accordingly. In the meantime the title shall be registered in the then proper manner.

41. Incumbrances, conditions, and other burdens (including fee farm grants, or other grants reserving rents or services) to which the land may be subject, shall be entered in the Register in accordance with the title produced; and may be entered either directly, or by reference to the instruments by which they are created, or by setting out extracts therefrom.

42. Where the Registrar requires evidence under Section 70 of the Act of 1875 that all instruments and facts affecting the title have been disclosed, such evidence may consist of a statutory declaration containing such particulars as he may deem necessary.

43. If in any case of registration with Possessory title it is proved to the satisfaction of the Registrar by the statutory declaration of the applicant's solicitor, or otherwise, that any document of title required to be marked under section 72 of the Act of 1875 cannot be produced, the Registrar may complete the registration without such production.

44. Where in any case of registration with Possessory title the deeds produced to be marked under Section 72 of the Act of 1875 are numerous, the Registrar may act upon a statutory declaration by the solicitor of the applicant to the effect that all the lands included in the application are dealt with by the deeds produced, and that the deeds produced are all the deeds necessary to be marked, for the purposes of that section, in order to give notice to any person dealing with the land of the fact of registration.

45. When all objections (if any) have been disposed of, and the time fixed by the advertisements and notices (if any) has expired, and it has been determined with what title the registration is to be made, and the requirements of Sections 70 and 72 of the Act of 1875 have been complied with, the registration shall be completed as of the day on which and of the priority in which the application was delivered, and the document of title, other than such as have under the Rules to be retained in the Registry, shall be delivered to the applicant.

The land certificate shall thereupon be prepared, and shall either be delivered to the proprietor or be deposited in the Registry, as the proprietor may prefer.

46. Where the land included in any application for registration is subject to the jurisdiction of the Middlesex or Yorkshire Registries of Deeds, the registration shall be deemed, for the purpose of removing the land from that jurisdiction, to have taken place at the beginning of the day on which the application is delivered at the Land Registry, and prior to any registration on that day of a memorial in the local Deed Registry.

II.

Rule 50 of the Land Transfer Rules, 1903, is abrogated.

III.

For Rule 53 of the Land Transfer Rules, 1903, the following is substituted:—

53. No person shall be registered as proprietor of leasehold land

with Absolute title until and unless the title both to the leasehold and to the freehold, and to any intermediate leasehold that may exist, is approved by the Registrar, and no person shall be registered as proprietor of leasehold land with Good Leasehold title until and unless the title to the leasehold interest is approved by the Registrar.

IV.

In Rule 58 of the Land Transfer Rules, 1903, the words "an Absolute title, or a Good Leasehold title, to leasehold land is required and" shall be omitted.

V.

At the end of Rule 70 of the Land Transfer Rules, 1903, the following words shall be added:—"not being an assignment or surrender to the owner of the immediate reversion executed on or after the first day of October, 1903, and containing a declaration that the term is to merge in such reversion."

VI.

Rule 301 of the Land Transfer Rules, 1903, is abrogated, and the following Rule is substituted therefor:—

301.—(a) Appeals under section 116 of the Act of 1875 shall be by motion.

(b) All other applications to the Court shall be made to a Judge of the Chancery Division in Chambers.

(c) Notice of any application requiring the Registrar to do or omit to do any particular thing, and not intended to raise a question between the applicant and any other person, shall be served in the first instance on the Registrar only, but the Court may direct notice to be given to any other person who in the opinion of the Court ought to have such notice.

VII.

Rules 330 and 335 of the Land Transfer Rules, 1903, are abrogated.

VIII.

In Rule 336 of the Land Transfer Rules, 1903, paragraph A is abrogated, and the following paragraphs are substituted for paragraphs B and D:—

B. For conversion (except under Rule 40) of a Possessory or Qualified title into an Absolute or Good Leasehold title, where the solicitor has acted for the applicant on the occasion of a transfer for value, or charge, or transfer for value of a charge; the remuneration shall be (in addition to the remuneration otherwise payable for the transfer, charge, or transfer of charge) that prescribed in the Second Schedule hereto.

D. In applying the scales in the Second Schedule to the Land Transfer Rules, 1903, to the case of a transfer of registered freehold land wholly or partly in consideration of a rent, the remuneration shall be calculated upon the value of the rent taken at twenty-five years' purchase, plus the amount of money payment or premium, if any. Provided that the remuneration for registration, where no title is investigated, shall not exceed the charges of the Solicitor of the grantee under the Remuneration Order, 1882, for perusal of the draft conveyance and for completion.

IX.

Forms 1 to 5 inclusive and Form 70 in the First Schedule to the Land Transfer Rules of 1903 are abrogated.

X.

In the Second Schedule to the Land Transfer Rules of 1903 the whole of Part I., and the words "(1) First Registration with Possessory Title and (2)" in the heading of Part II. are abrogated.

XI.

These Rules may be cited as the Land Transfer Rules, 1908, and shall come into operation on the 1st day of October, 1908.

The First Schedule.

FORM 1.—Application for Registration as First Proprietor of Freehold Land. (Rule 18 (i).)

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, A.B., of &c., hereby apply for registration as proprietor, with Absolute (or Possessory) title, of the freehold property in the parish of _____ in the County of _____ described in the accompanying conveyance (or other instrument, as the case may be) dated the _____ of _____, made between C.D., of the one part and myself (or E.F. of, &c.) of the other part (or shown and edged with red on the accompanying plan, or other particulars sufficient to enable the property to be fully identified on the Ordnance Map or Land Registry General Map), and I declare as follows:—

1. (Where the applicant is a purchaser on sale.) I purchased the property from the said C.D. on the _____ of _____, and paid the whole of the purchase money of £ _____ to him (or otherwise as the case may be), G.H., of _____, solicitor, acting as my solicitor in the matter.

or (when the applicant is not a purchaser on sale)

I have been in possession (or receipt of the rents and profits) of the property for upwards of _____ years.

2. I am entitled for my own benefit to the fee simple in the property (or otherwise as the case may be) and am not aware of any contract or agreement for sale, or of any mortgage, charge, lien, lease, agreement for lease, restrictive covenant, or other incumbrance (if so, except as

stated in the said conveyance or in the Schedule hereto) affecting the property or any part thereof.

3. I am not aware of any question or doubt affecting the title to the property or any part thereof, or of any matter or thing whereby the title is or may be impeached, affected, or called in question in any manner whatsoever.

4. The deeds and documents mentioned in the accompanying list signed by me and dated, &c., are all the deeds and documents relating to the title which I have in my possession or under my control, including opinions of counsel, abstracts, contracts, and conditions of sale, requisitions, replies, and other like documents in regard to the title.

Note.—The application may be signed by the applicant or (except where a nominee is to be registered) by his solicitor. The declaration may be signed by the applicant or his solicitor, or in part by the applicant, and in part by his solicitor, the necessary alterations in either case being made in the form.

THE SCHEDULE, if necessary,

(to contain short particulars of the contracts, incumbrances, leases, &c., if any, referred to in the declaration.)

FORM 2.—Application for Registration as First Proprietor of Leasehold Land. (Rule 18 (L).)

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, A.B., of &c., hereby apply for registration as proprietor with Good Leasehold (or Absolute or Possessory) title of the leasehold property in the parish of _____ in the County of _____, demised by the accompanying lease dated the _____ of _____, made between C.D. of &c., of the one part and E.F. of &c., of the other part, for _____ years from the _____ of _____, and particularly described therein (or in the accompanying assignment dated, &c., or any other particulars sufficient to enable the land to be fully identified on the Ordnance Map or Land Registry General Map), and I declare as follows:—

1. (Where the applicant is a purchaser on sale.) I purchased the property from G.H. of &c., on the _____ of _____, and paid the whole of the purchase money of £ _____ to him (or otherwise as the case may be), K.L. of _____, solicitor, acting as my solicitor in the matter.

or (where the applicant is not a purchaser on sale)

I have been in possession (or receipt of the rents and profits) of the property for upwards of _____ years.

2. I am entitled for my own benefit to the property (or otherwise as the case may be) and am not aware of any contract or agreement for sale, or of any mortgage, charge, lien, sub-lease, agreement for sub-lease, restrictive covenant, or other incumbrance (if so, except as stated in the said assignment, or in the Schedule hereto) affecting the property or any part thereof.

3. I am not aware of any question or doubt affecting the title to the said leasehold interest in the property or any part thereof, or of any matter or thing whereby the title is or may be impeached, affected, or called in question in any manner whatsoever.

4. As (4) in Form 1.

(Schedule as in Form 1.)

See Note to Form 1.

FORM 3.—Application for Registration as First Proprietor by the original Lessee of Leasehold Land. (Rule 18 (i).)

Heading and application as in Form 2 down to "and I declare as follows:—"

1. I am the lessee named in the lease. I am entitled for my own benefit to the property (or otherwise as the case may be) and I have not entered into any agreement or contract for sale, or restrictive covenant, or created any mortgage, charge, lien, sub-lease, agreement for sub-lease, or other incumbrance (if so, except as stated in the Schedule hereto) affecting the property or any part thereof.

(Schedule as in Form 1.)

See Note to Form 1.

FORM 4.—Statutory Declaration by an Applicant for Registration with a Possessory Title where no documents are produced. (Rule 37.)

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, A.B. of &c., solemnly and sincerely declare as follows:—

1. I and my predecessors in title have been in possession (or receipt of the rents and profits) of (describe the property) for upwards of _____ years last past.

2, 3, as 2, 3 in the declaration in Form 1 or 2 as the case may require.

4. Account for the absence of documents. And I make &c.

The Second Schedule.

Solicitor's remuneration under Rule 336, paragraph B.

For the first £1,000	6s. per £100.
" second and third £1,000	4s. "
" fourth and each subsequent £1,000 up to £10,000	2s. "
For each subsequent £1,000 up to £100,000	1s. "
Every transaction exceeding £100,000 to be charged for as if it were £100,000.	

Fractions of £100 under £50 to be reckoned as £50.
Fractions of £100 above £50 to be reckoned as £100.
Minimum fee, one guinea.

Draft Land Transfer Fee Order.

THE LAND TRANSFER FEE ORDER, 1908, DATED 1908, MADE IN PURSUANCE OF SECTION 112 OF THE LAND TRANSFER ACT, 1875,* AND OF SECTION 22 OF THE LAND TRANSFER ACT, 1897.†

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, The Right Honourable Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, with the consent of the Treasury and with the advice and assistance of the Honourable Sir Matthew Ingle Joyce, Knight, a Judge of the Chancery Division of the High Court of Justice, chosen by the Judges of that Division, Charles Fortescue Brickdale, Esq., Registrar of the Land Registry, Philip Spencer Gregory, Esq., Barrister-at-Law, chosen by the General Council of the Bar, James William Clark, Esq., one of His Majesty's Counsel, chosen by the Board of Agriculture, and Richard Pennington, Esq., Solicitor, chosen by the Council of the Law Society, by virtue and in pursuance of the Land Transfer Acts, 1875 and 1897, and of all other powers and authorities enabling in that behalf, do make the following General Rules for the purpose of carrying the said Acts into execution.

Dated this day of , 1908.

Subject to the Rules hereinafter contained, the following fees shall be charged for the several matters hereunder specified.

(A.) Entry of first proprietorship of land (except as in paragraph D):—

Value of Land.	Fee.
Not exceeding £100	12s.
Exceeding £100, but not exceeding £250	£1.
" £250 " " " " "	1s. 6d. for every £25, or part of £25.
" £1,000 " " " " "	£3 for the first £1,000, and 1s. for every £25, or part of £25 over £1,000.
" £3,000 " " " " "	£7 for the first £3,000, and 1s. for every £50 or part of £50 over £3,000.
" £10,000	£14 for the first £10,000 and 1s. for every £100 or part of £100 over £10,000.

(B.) (i.) Registration of—

(a) charges except charges by way of additional, or substituted security where the original security is or was a registered charge, and

(b) transfers of land, except as in paragraph (C) and not being by way of partition or exchange, and

(c) transfers of charges, made for valuable consideration other than marriage, and

(ii.) Entries and corrections in the Register under Rule 151 of the Land Transfer Rules, 1903, and

(iii.) Removal of land from the register.

Value of Land or Amount of Charge.	Fee.
Not exceeding £50,000	1s. 6d. for every £25 or part of £25.
Exceeding £50,000 and not exceeding £100,000	For the first £50,000 at the rate aforesaid, and £1 10s. for every £1,000 or part of £1,000 over £50,000.
Exceeding £100,000	As for £100,000.

(C.) (i.) Registration of

(a) Transmissions, and

(b) Transfers and charges not falling within paragraphs B and D, and

(ii.) Rectification of the Register under the 95th Section of the Act of 1875, and

(iii.) Entries and corrections in the Register under Rules 155 and 156:—

1s. per £100, or part of £100, of the capital value of the interest dealt with; with a maximum of £2.

(D.) (i.) Entry of first proprietorship of leasehold land, where the original lessee or his personal representative is the applicant, and

(ii.) Entry of first proprietorship of freehold land on the occasion of a grant wholly or partly in consideration of a rent, and

(iii.) Registration of a transfer of freehold land on a like occasion:—

(1.) (a) In all cases except mining leases and leases at rack rent:—

Amount of Annual Rent.	Fee.
Not exceeding £5	10s.
Exceeding £5 and not exceeding £50	10s. for the first £5 and 2s. for every £5 or part of £5 over £5.
Exceeding £50 and not exceeding £100	£1 9s. for the first £50 and 1s. for every £5 or part of £5 over £50.
Exceeding £100	£1 9s. for the first £100 and 6d. for every £5 or part of £5 over £100.

* 38 & 39 Vict. c. 87.

† 60 & 61 Vict. c. 65.

(b) Leases at rack rent:—

Amount of Annual Rent.	Fee.
Not exceeding £100	3s. for every £20 or part of £20, but not less in any case than 10s.
Exceeding £100 and not exceeding £500	15s. for the first £100 and 1s. for every £20 or part of £20 over £100.
Exceeding £500	£1 15s. for the first £500 and 1s. for every £50 or part of £50 over £500.

(c) Where the lease, grant, or transfer is partly in consideration of a money payment or premium, and partly of a rent, then, in addition to the fee in respect of the rent, there shall be paid a further sum equal to the fee which would be payable on the first registration or transfer, as the case may be, if the value of the land were equal to such money payment or premium.

(d) Where a varying rent is payable, the amount of annual rent means the largest amount of annual rent payable.

(2.) Mining leases:—five pounds.

(E.) Entry of a notice, under Section 50 of the Land Transfer Act, 1875, of a lease or sub-lease by way of security for money:—

(a.) Where a charge for the money secured by the lease or sub-lease has already been registered, or is delivered together with the notice:—

(i.) If the amount secured does not exceed £1,000, one shilling for every £100 or part of £100 of the amount secured

(ii.) If the amount secured exceeds £1,000, ten shillings.

(b) In other cases:—

The same fee as for the registration of a charge for the amount secured by the lease or sub-lease.

(F.) Conversion of a possessory title into a qualified good leasehold, or absolute title: or of a qualified title into a good leasehold or absolute title: or of a good leasehold into an absolute title, except in cases coming under Rule 40 of the General Rules, and in cases where the application for conversion is made after the payment of the fee prescribed in paragraph B. (i.) b for a transfer for value of land, in which cases no fee shall be charged:—

The same fee as prescribed in paragraph A for entry of first proprietorship of land, subject to such abatement (if any) as the Registrar shall deem reasonable, in any case in which the full fee appears to him excessive, having regard to the amount of time and labour involved.

In cases coming under the 14th paragraph of the First Schedule to the Land Registry (Middlesex Deeds) Act, 1891, the amount of any fee paid on registration with possessory title shall be allowed for.

(G.) Registration of proprietorship of an incumbrance prior to registration, except where registered on the entry of first proprietorship of land with absolute title, good leasehold title, or qualified title; and of a transfer or transmission of such incumbrance:—

The same fee as for registration of a charge, or of a transfer or transmission thereof respectively.

(H.) A Land Certificate or Certificate of Charge, except on first registration or on any other occasion when required by the Acts or Rules to be issued free of charge:—

Where the value of the land or amount of the charge does not exceed £1,000, 10s.

Where it exceeds £1,000, £1.

and in either case such further fee as the Registrar shall prescribe for copies of plans—if any.

(I.) Altering a Land Certificate or Certificate of Charge to correspond with the Register, except where such alteration is required by the Acts or Rules to be made free of charge, or is made at the same time as some entry in the Register:—

Where the value of the land or amount of the charge does not exceed £1,000, 5s.

Where it exceeds £1,000, 10s.

and in either case such further fee as the Registrar shall prescribe for altering or preparing copies of plans—if any.

(J.)

	£ s. d.
(1.) Registering an inhibition	1 0 0
(2.) Alteration or withdrawal of an inhibition	0 10 0
(3.) Registering a caution, restriction, or priority notice	0 10 0
(4.) Alteration or withdrawal of a caution or restriction	0 5 0
(5.) Annexing conditions to land	0 5 0
(6.) Discharging or altering conditions	0 5 0
(7.) Entering notice of an estate in dower or by the curtesy	0 5 0
(8.) Entering a note or notice under the 18th Section of the Act of 1875	0 5 0
(9.) An entry negating or altering implied covenants, powers, or priorities	0 5 0
(10.) Filing a supplementary statement of incumbrances	0 5 0
(11.) Entering notice of a lease or sub-lease (not being a lease or sub-lease by way of security for money)	0 5 0
(12.) Any entry or cancellation on the Register for which the Registrar considers a fee should be chargeable and for which no other fee is prescribed	0 5 0
(13.) Entering an additional address for service	0 2 6
(14.) Entering notice of deposit or intended deposit of a Certificate	0 1 0

(K.)

(1.) Preparing or settling a statement for the Court	0 10 0
(2.) Examination of a married woman by an officer of the Registry	0 10 0

	£ s. d.
(3.) Comparing abstracts with deeds by officers of the Registry—per hour	0 10 0
(4.) Perusing draft document submitted to the Registrar for approval	0 5 0
(5.) Certificate of result of official search:—	
(a) of the Register—per title	0 5 0
(b) of the index of proprietors' names—per name	0 5 0
(c) of the index map	0 5 0
and if the land in respect of which the search is made exceeds an acre: Such further fee, according to the time and labour employed, as the Registrar shall prescribe.	
(6.) Furnishing information under Rule 286	0 5 0
(7.) A Summons	0 5 0
(8.) Inspection of any document not referred to on the Register	0 5 0
(9.) Taking an affidavit or declaration	0 1 6
(10.) Each exhibit thereto	0 1 0
(11.) Office copies 3d. per folio, with a minimum fee of	0 2 6
(12.) Copies of plans: Such charges, according to time and labour employed, as the Registrar shall prescribe.	

RULES.

1. Where the amount of a fee is immediately ascertainable, it shall be paid on the delivery of the application.

2. Where the amount of a fee is not immediately ascertainable, or where expenses for advertisements or otherwise will be incurred by the registry, such deposit on account shall be made as the Registrar shall require.

3. All fees shall be paid in Land Registry stamps, impressed or adhesive, as laid down in the order in that behalf made under the Public Offices Fees Act, 1879. Land Registry stamps shall be purchasable in the Registry, and may be paid for by bankers' draft or by postal or post office order or by cheque drawn to the order of The Land Registry or The Registrar or Assistant Registrar, or in Bank of England notes or cash. Provided that when the fees are paid by cheque the registration shall not be completed until due time has been allowed for the cheque to be cleared, and that if the cheque is not honoured, the application for registration shall be cancelled and the document tendered for registration returned to the applicant. Remittances by post not exceeding 1s. may be made in postage stamps.

4. The above fees include, in the matters to which they relate, all necessary stationery and mapping done in the Registry; the preparation, issue, endorsement, and deposit of certificates, wherever such issue, endorsement, or deposit is obligatory; discharges of incumbrances; the filing of auxiliary documents (if any); and all other necessary costs of and incidental to the completion of each registration or transaction.

They also include, in districts where registration of title is compulsory, any surveying that may be necessary to enable the land to be identified on the ordnance map or Land Registry General Map. But where boundaries are to be noted on the Register as "accurately defined," such additional charges may be made to cover the cost of the necessary inquiries, mapping, surveying, and notices as the Registrar shall in each case deem reasonable.

5. If in the course of any proceeding the Registrar consults counsel, or applies to a solicitor or other person (other than the applicant or his solicitor, agent, or servant) to produce a document, certificate, or plan, or to supply a copy thereof, or to do any act, or to furnish any information, or if he directs service of a notice, publication of an advertisement, or the making of a survey, journey, or inquiry, the costs so incurred shall be defrayed as follows:—

- In the case of an application for first registration with possessory title, they shall be defrayed by the Registry;
- In any other case they may, if the Registrar shall think fit, be defrayed by the Registry, but otherwise shall be defrayed by the applicant: provided that in no case shall an applicant be chargeable with costs incurred without his consent.

6. For the purposes of this Order—

- In the case of the registration of land or of any transfer of land on the occasion of a sale, the value of the land shall be determined by the amount of the purchase money.
- In the case of the registration of land or of any transfer of land not upon a sale, the value of the land shall be ascertained by the Registrar at such sum (not exceeding twenty times the annual value of the property, as assessed for the purposes of the enactments relating to Income Tax) as in his opinion the property would fetch if sold in the open market at the time when the registration is made. In ascertaining such value the Registrar may accept as evidence a statement in writing as to the capital or annual value of the property signed by the applicant, or his solicitor, or any other person, who in the Registrar's opinion is competent to make such a statement.

7. Where a first registration takes place on the enfranchisement of a copyhold, or on the purchase of a leasehold by the reversioner, or of a reversion by the leaseholder, or on any other like occasion, the fee may, if the Registrar shall think fit, be calculated on the value of the interest last acquired, and not upon the value of the applicants' combined interests in the land. In such case no entry of value need be made in the register.

8. Where a charge is delivered for registration, together with an application for first registration of land, no fee shall be paid in respect of such charge.

9. The fee for an entry (except the entry of a notice of deposit or intended deposit) in, or withdrawal from, the Register affecting several titles shall, where the same person is registered as proprietor of all titles be the same as for an extra application respecting one title only. In other cases an extra fee of 2s. 6d. shall be charged for every title affected after the first.

10. The fee for first registration of leasehold land shall include the entry of a notice of the lease against the lessor's title, if registered.

11. On the first registration of the title to a rent the value shall, in the absence of evidence to the contrary, be taken at twenty times the amount of one year's rent.

On the registration of a transfer of freehold land on the occasion of a grant wholly or partly in consideration of a rent, there shall be paid, in addition to the fee payable under paragraph D in respect of the transfer of the land, such fee as may be payable under paragraph A in respect of the registration of the first proprietorship of the rent.

12. Where a charge by the transferee under a transfer for value is delivered for registration together with the transfer, the fee for the charge, if payable under paragraph B, shall be reduced to one-half.

13. If it shall appear to the Registrar, on an application under Rule 151 of the Land Transfer Rules, 1903, that such application has not been rendered necessary by the voluntary act of the applicant or of any of his predecessors in title, the Registrar may make such abatement in the fee as he may think reasonable.

14. No fee shall be payable for any entry of, or in respect of a caution, inhibition, restriction, condition, note, or notice of any kind by the Acts or Rules made necessary on (a) the first registration of land, or (b) any registration for which an *ad valorem* fee is payable.

15. Where an instrument or application affecting two or more titles or charges is registered as to some or one only of the titles or charges affected thereby, the fee payable shall be the same as that which would have been payable if it had been registered as to all the titles or charges affected by it. If the instrument or application is afterwards registered as to any other titles or charges a further fee of 2s. 6d. shall be paid for every title or charge so affected.

16. Where a charge or incumbrance is also secured on unregistered land or other property as well as registered land, the amount of the charge shall for the purpose of this order be reduced to the sum which bears the same proportion to the whole sum secured that the value of the registered land bears to the value of the whole security.

17. The fee on a charge by way of additional or substituted security shall not exceed that upon a charge for a sum equal to the value of the land after deducting the amount secured on it by registered charges at the date of the registration of the additional or substituted charge.

18. The fee for the registration of a charge to secure future advances—that is to say money to be lent, advanced, or paid, or which may become due upon an account current either with or without money previously due—shall be regulated as follows:—

- Where the total amount received or to be ultimately recoverable is in any way limited, the fee shall be the same as that for the registration of a charge to secure the amount so limited.
- Where the total amount is unlimited, the fee shall be the same as that for the registration of a charge to secure the amount which the Inland Revenue *ad valorem* duty impressed thereon extends to cover; and if further Inland Revenue duty is subsequently impressed, the fee for noting that fact in the register shall be the difference between the fee for a charge to secure the amount covered by the duty previously noted in the register, and the fee for the registration of a charge to secure the total amount covered by the whole duty.

19. Where land subject to a registered charge or incumbrance is transferred discharged from the charge or incumbrance, and a new charge in favour of the proprietor of the old charge or incumbrance is delivered on the same day as the transfer, the fee payable on the registration of the transfer shall be calculated on the consideration expressed to be paid in the transfer after deducting the amount of the new charge or charges.

20. Where, on the cessation of a charge, a new charge affecting the same land is delivered in favour of the proprietor of the former charge, the fee payable on the new charge, in so far as the amount secured does not exceed the former charge, shall be calculated at the rate stated in paragraph (C).

21. Where two or more Rules allowing abatement of fees are applicable to the same case, their effect shall not be cumulative, but the applicant may elect which one of them shall be applied.

22. In this Order the word "land" includes both freehold and leasehold land, and every hereditament the title to which may be registered under the Land Transfer Acts.

The word "charge" includes "sub-charge."

23. The Land Transfer Fee Order, 1903, is hereby revoked.

24. This Order may be cited as The Land Transfer Fee Order, 1908, and shall come into operation on the first day of October, 1908.

In the *London Gazette* of the 7th inst. notice was given, pursuant to section 7 (3) of 43 Vict., cap 19 (Companies Act, 1880), that at the expiration of three months the names of a number of companies will, unless cause is shown to the contrary, be struck off the register and the companies dissolved.

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 6th inst., Mr. S. J. Daw in the chair. The other directors present were Messrs. T. H. Gardiner, R. H. Peacock, Mark Waters, A. Toovey, J. Vallance, and the secretary, Mr. E. E. Barron. A sum of £60 was voted in grants for the relief of London solicitors' widows, and other general business transacted.

Obituary.

Mr. Thomas Ridley.

The death is announced of Mr. Thomas Ridley, barrister-at-law, of Newcastle-upon-Tyne. Mr. Ridley was born in 1813, was admitted a solicitor in 1835, and was called to the bar by Gray's-inn in 1856. He had an extensive practice as a conveyancing counsel, and carried on his profession until 1902, when he retired at the age of eighty-nine. He was a skilful conveyancer, especially in matters relating to the coal trade, and was greatly trusted because of his profound knowledge of real property law and of his sound judgment as a man of affairs. Most of the landed estates in the north of England may in a legal sense be said to have passed through his hands. Mr. Ridley enjoyed the friendship of many of his Majesty's judges, and the present Lord Chief Justice called upon him at his residence in Newcastle during his last visit to the north. He was the oldest member of the Newcastle Literary and Philosophical Society, which he joined nearly eighty years ago.

Legal News.

Appointment.

Mr. JOHN SHERA ATKINSON, LL.B. (Lond.), of Folkestone, a member of the firm of Messrs. Atkinson & Stainer, has been appointed a Commissioner for Oaths. He was admitted a solicitor in January, 1902.

Changes in Partnerships.

Dissolutions.

KEDDEY RAY FLETCHER and NEWSON LITTLEWOOD GARRETT, solicitors (Keddey Fletcher & Garrett), 9, Fenchurch-street, London. July 31. The said business will be carried on and continued by the undersigned Newson Littlewood Garrett at 22 and 23, Laurence Pountney-lane, Cannon-street, E.C., in conjunction with that of Messrs. Minchin & Co., of that address, under the style or firm of Minchin, Garrett, & Co. [Gazette, Aug. 7.]

General.

The next sessions at the Central Criminal Court will begin on Tuesday, September 8th. Mr. Justice Pickford is expected to be the presiding judge.

At Tredegar (Mon.) County Court, on the 8th inst., Judge Owen gave a decision of some importance on the question of deductions from wages towards workmen's medical funds. The Ebbw Vale Steel, Iron, and Coal Company (Limited) were sued by 684 of their workmen who reside at Cwm for the recovery of small sums of money alleged to have been illegally deducted from their wages towards what is locally known as the Ebbw Vale Doctors' Fund. The claimants were brought from Cwm to Ebbw Vale by special train, then they walked over the mountain to Tredegar. Mr. J. Sankey, counsel for the plaintiffs, explained that in at least 600 of the cases there would be no dispute as to the liability of the defendant company, as it had been agreed that each plaintiff should receive three-quarters of the amount claimed. They were not entitled, it was alleged, to claim for the previous six months owing to the effect of the recent Truck Act. He, however, contended they could claim three-quarters of the whole of the deductions. Dealing with the point of law, counsel quoted section 5 of the Truck Act of 1896, which provides that any workman or shop assistant may recover any sum deducted or paid by his employer contrary to the Act, and submitted that the Act of 1831 and the amended Act of 1896 were one. His Honour decided against counsel's contention that the two Acts were one. They must, he said, be taken as consolidated Acts. Mr. Parsons, in addressing the Judge on behalf of the company, said they did not oppose the claims in any contumacious spirit. The medical fund had been in existence at Ebbw Vale about ninety years, and had proved of great benefit to the workmen and their families. The contributors numbered about 10,000, and, including women and children, about 20,000 were benefited; the income was £5,000 a year. The fund had provided a hospital, dispensary, and a competent medical staff. These actions were the beginning of the end; if the claims against the fund succeeded, there was an end of the fund, which was run by the company at a dead loss. The company provided the machinery for keeping the fund working; it cost them £300 a year to deduct 2½d. in the pound per week. The claimants represented 8 per cent. of the number of men employed; the other 92 per cent. of the subscribers desired the fund to be carried on as at present.

After further argument, some of the claimants gave evidence. His Honour gave judgment for the plaintiffs for three-quarters of the contributions for the six months, with costs on scale C in the first action and on scale B in the subsequent actions. The money would be paid into court in the ordinary way.

The Property Mart.

Forthcoming Auction Sales.

Aug 20—Messrs. H. E. FOSTER & ORANFIELD, at the Mart, at 2: Absolute Reversions, Life Interests, and Policies of Assurance (see advertisements, back page, this week).

Result of Sale.

The valuable Reversion of One-half of a Trust Fund amounting to £20,000, offered by Mr. CHARLES MUSKETT, of 60, Fore-street, E.C., at the Mart, on July 23 last, has now been sold by private treaty.

Winding-up Notices.

London Gazette.—FRIDAY, AUG. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONTINENTAL COAL AND STEAMSHIP CO., LIMITED.—Creditors are requested, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to George William Townsend, Carlisle Chambers, G.C.C. Hind & Co, Goolie, solvers to the liquidators.

SEASIDE DIAMOND SYNDICATE, LIMITED.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to David Leidlaid and Arthur Lewis Griffiths, 40, Queen Victoria st. Francis & Johnson, 61 Winchester st, solvers for the liquidators.

WILLIAM GLOVER & SONS, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Sir Walter Newton Fisher, 4, Waterloo st, Birmingham. Pinsent & Co, Birmingham, solvers to the liquidator.

YORKSHIRE HOTEL SYNDICATE, LIMITED.—Petn for winding-up, presented July 20, directed to be heard Aug 17, at 10.30. Wing, Sheffield, solv for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 16.

UNLIMITED IN CHANCERY.

SCOTCH CARDIFF STAIR-BOWKETT BUILDING SOCIETY (IN DISSOLUTION).—Creditors must send in his or her claim to Wentworth H. Price, 21, High st, Cardiff, not later than Aug 31.

London Gazette.—TUESDAY, AUG. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLOYS SYNDICATE, LIMITED.—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas Alfred Ward, 9 and 10, Fenchurch st, liquidator.

ATKINS & CO., LIMITED, KINGSTON-ON-THAMES (IN LIQUIDATION).—Creditors are required, on or before Sept. 15, to send their names and addresses, and the particulars of their debts or claims, to J. W. Roberts, 15, Eldon st, liquidator.

CASUALTY INSURANCE CO., LIMITED.—Petn for winding up, presented Aug 6, directed to be heard before the Vacation Judge on Aug 19. Rutter & Co, Norfolk House, Norfolk st, Strand, solvers for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 18.

CHIDA (WASSAW) MINES, LIMITED.—Petn for winding up, presented July 30, directed to be heard Oct 13. Edell & Gordon, 4, King st, Chesapeake, solvers for the petner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Oct 12.

EMPIRE PIANOFORTE CO., LIMITED, LEADS PLACE, TOLLINGTON PARK, N.—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st. Sturt, Old Jewry, solv for the liquidator.

GALBRAITH, BETHUNE & CO., LIMITED.—Petn for winding up, presented July 16, directed to be heard at the County Court House, St. Peter's gate, Nottingham, on Aug 21, at 12. C. F. Elliot Smith, Mansfield, solv for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 20.

JOHN MOSELEY, LIMITED.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Farley Judge, of Parliament Chambers, Quay st, Hull. Mills, Hall, solv for the liquidator.

SEVILLE TRAMWAYS CO., LIMITED.—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims to Alfred Frederick Judd, 3, Broad st pl, Finsbury Circus. Blackoff & Co, 61 Winchester st, solvers for the liquidator.

T. BACK & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Arthur Rowland Baker, Billiter House, Billiter st, liquidator.

TRINITY OIL AND MANURE CO., LIMITED.—Petn for winding up, presented July 10, directed to be heard at the Town Hall, Gt Grimsby, on Aug 20. Bates & Mountain, Gt Grimsby, solvers for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19.

UM BUA GOLD MINES OF EGYPT, LIMITED.—Creditors are required, on or before Sept 30, to send in their names and addresses, and the particulars of their debts or claims, to George Handel Wells, 9, Queen st pl, liquidator.

UNLIMITED IN CHANCERY.

GARSTANG AND KNOTT END RAILWAY CO.—Creditors are required, on or before Sept 24, to send their names and addresses, and particulars of their debts or claims, to John Noble, of Woodacre Hall, Scorton, Garstang, Lancs, liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 7.

ATTWOOD, SARAH ANN, Brighton Sept 6 Harker & Son, Brighton
BOX THOMAS, Tunbridge Wells Sept 20 Gower, Tunbridge Wells
BOYLE, MARY, Nottingham Sept 10 Goodall & Son, Nottingham
COATES, JOHN BROOK, Bessall, Derby Aug 27 Taylor & Co, Manchester
CRAWFALL, CLARA ANN, Queen st, Mayfair Sept 20 Flux & Co, Leadenhall st
DIXON, MARY ANN, Great Shelford, Cambridge Sept 18 R O & S Burrows, Cambridge

DUNE, WILLIAM, Albany at, Regent's Park, Builder Sept 22 Heiron, Cannon at
 FOSTER, ESTHER, Broad, Trumpington, Cambridge, J.P., DL Dec 31 Ghan & Co, Cam-
 bridge
 FOXWELL, FANNY, Leamington Sept 20 Lawson & Co, Manchester
 GABRIEL, ARTHUR DUNHAM, Newcastle upon Tyne, Estate Agent Sept 9 Hodgson, New-
 castle upon Tyne
 GRANT, THOMAS, Pocklington, York, Builder Sept 12 Summeron, Pocklington
 HARROCK, MARIA, Chesterfield, Derby Sept 11 Mather, Chesterfield
 HILL, DANIEL WILLIAM, Woodberry Down, Finsbury Park Sept 29 Taylor & Co, Strand
 HOOKE, PERCIVAL FRANCIS, Horbury, Ecclesfield Sept 10 Smith & Co, Sheffield
 INGLIS, LEBLIS, Chester Aug 31 Brassey, Chester
 JACKSON, WILLIAM, Liscard, Chester Sept 1 Costaker & Co, Dalwas
 JESSOP, JOSHUA BENJAMIN, Cheshire Royal Asylum, Chester Sept 12 Westwood & Co,
 Birmingham
 JOTHE, REV JAMES LEIGH, Brighton Sept 2 Rivington & Son, Fenchurch bldgs
 KELLY, ROBERT EDWARD, Weston super Mare Sept 19 J H & F W Bere, Weston super
 Mare
 LANE, GEORGE, Bournemouth Sept 30 Langhams, Bartlett's bldgs.
 LONGMAN, THOMAS, Catford, Kent, Iron and Metal Merchant Sept 15 Clay, Bedford
 MAXNE, SARAH ALICE, Bournemouth, Hants Sept 4 Richardson & Co, Much Hadham
 MERTON, ALFRED, Gurnsey Sept 22 Tatham & Co, Manchester
 MIDDLETON, WILLIAM, Swatwell, Durham, Under Colliery Manager Sept 4 Richardson
 & Elder, Newcastle upon Tyne
 O'NEILL, JAMES, Southwick, Durham, Foreman, Caulker Aug 31 Graham & Co,
 Sunderland
 PADDON, HANNAH, Upper Richmond rd, Putney Sept 5 Mathews, Tavistock
 PRICE, EDWARD MEREDITH, 86 HAYDON, Radnor, Farmer Oct 1 Vaughan, Bulth
 Wells
 PURVIS, PRIOR, MD, Blackheath, Kent Sept 30 Spencer & Arnold, London at,
 Greenwich
 ROWLAND, ALFRED, Up-Ottery, Devon, Farmer Aug 21 Tweed & Son, Honiton
 RUTTLINGWORTH, JAMES, Bentham, Yorks Sept 14 Thompson & Co, Bentham
 SIXSMITH, RICHARD MARY, Oldham, Solicitor Sept 10 Robinson, Oldham
 STEELE, REV GEORGE, M.A., Preston Sept 9 W R & W Ascroft, Preston
 STONES, WILLIAM, South, York, Farmer Sept 10 Lowden, Pontefract
 STACIAN, GEORGE DONALD, Witherside, York Sept 7 Hall, Hull
 TAYLOR, CLARENCE, Church Streeton, Salop Builder Sept 1 Sprott & Morris, Shrews-
 bury
 TOLMISON, JAMES MARGARET, St Augustine's rd, Camden Town Sept 29 Taylor & Co,
 Strand
 WATKIN, REV JOHN WILLIAM SPILERS, Goldhurst terr, Hampstead Aug 31 Sole &
 Co, Aldermanbury
 WATSON, ANN, Bradford Sept 12 Tunncliffe & Salthouse, Bradford
 WITLOCK, THOMAS OLIVER, Loughborough Sept 10 Goodall & Son, Nottingham
 London Gazette.—TUESDAY, Aug 11.
 ALLWAY, ANN HAWK, Reading Sept 23 Brain & Brain, Reading
 ANDERSON, WILLIAM LOSE, Newcastle on Tyne Sept 8 Griffith & Co, Newcastle on
 Tyne

BATHMAN, JAMES, Grange over Sands, Lancaster Oct 1 Milne, Kendal
 BULLOCK, EDWIN, Appleford, Berks Sept 14 Sted & Son, Wallingford
 CALDER, JAMES DICK, Chorlton on Medlock, Manchester Sept 31 Hesthote,
 Manchester
 CHAMBERLAIN, THOMAS, Leicester Sept 14 Sprigg, Leicester
 CHAMBER, FRANCES ELIZABETH, Hartogate, York Aug 25 Dent & Seruton, York
 CHIFFERFIELD, CHARLOTTE ANSLIA, Brighton Sept 18 Stuckey & Co, Brighton
 DAGLISH, EUGENE, Sunderland Aug 31 Priestley, Sunderland
 DARWENT, CHARLES, Walkley, Sheffield, Forgemaster Sept 1 Harmer & Reddock, Great
 Thurmth
 FAULKER, MARY, Southfields, Leicester Sept 12 Hebb & Sills, Lincoln
 FORTNEY, JULIO, Liverpool Oct 10 Lightbond & Co, Liverpool
 GARRIE, FRANCIS HERBERT FOLEY, Belgley, Staffs, Bank Clerk Sept 30 Loft, Stour-
 port
 GAUKROGER, WALTER, Bradford Sept 28 Camm, Tadmorden
 GEDDES, CHARLOTTE ELIZABETH SANDYS LORRAINE, Hyde Park pl Sept 30 Fraser &
 Christian, Finsbury circus
 GILBERT, ESTHER ANNE, Leeds Sept 20 Farr & Walker, Leeds
 HEAL, HARRIET, Bristol Aug 17 Gee, Bristol
 HONE, SARAH, Chobham, Surrey Sept 25 Barton, Woking
 HOBBS, ALBERT, Tottenham, Licensed Victualler Sept 18 Maitlands & Co, Knight-
 ridar st
 HUGGILL, THOMAS PETERSON, Chichester Aug 31 Smith, Finsbury sq
 HUNTER, HENRY JULIAN, Oldfield, Bath Sept 10 Tucker, Bath
 IVANOFF, NICOLAS, Alexander sq, Kensington Sept 17 Goldberg & Co, West st, Finsbury
 circus
 KRAY, SARAH, Blackpool, Sept 12 Robertson, Richmond
 LAURIE, MARION, Birkhead Sept 11 Nicholson & Pemberton, Liverpool
 MADGWICK, MARY, St Mary Boulogne, Southampton Aug 31 Smith & Son, Andover
 PICKUP, WILLIAM EDWARD HUTCHINGS, Acreington Sept 30 Sandeman, Acreington
 PORTERWHITE, GEORGE, Ravenglass, Cumberland, Butcher Sept 10 Brockbank & Co
 Whitehaven
 PRUDMAN, CHARLES, York, Plumber Sept 22 W & K E T Wilkinson, York
 RUSSELL, GEORGE, Cricklade, Wilts Aug 24 Mullings & Co, Cirencester
 SARGENT, CHARLES, Cardiff Sept 22 Francis, Cardiff
 SCHRIER, CARL THEODOR AUGUST, Manchester Sept 5 Bote & Co, Manchester
 SIMS, CHARLES JOHN, Leigh on Sea, Essex Sept 24 Maxwell & Dampney, Bishopsgate at
 Croydon
 SMITH, HENRY MARTIN, Hampstead Sept 23 Arnold, Old Jewry
 SOUTHAUD, ISABELLA JANE, Worthing Sept 8 Hawks & Co, Borough High at
 STANNING, JOSEPH HEATON, Leigh, Lancs Oct 1 Houghton & Co, Preston
 TONES, CHARLES, Dodford, nr Bromsgrove, Worcester Aug 25 Scott & Holyoake,
 Bromsgrove
 TUCKER, JOSEPH EDWARD, Paris Oct 1 Harford, Ironmonger in
 WILSON, HEBERDA, Cambridge Sept 4 Wortham & Co, Royston, Herts
 WOODFORD, WILLIAM THOMAS GARRIST, Spencers Wood, Berks Aug 31 Rawstorne,
 Croydon
 YARDE, FANNY, Exeter Sept 10 Mathew, Exeter
 YARDE, REV THOMAS JOHN, Chudleigh, Devon Sept 10 Gense & Mathew, Exeter

Bankruptcy Notices.

London Gazette.—FRIDAY, Aug 7.

RECEIVING ORDERS.

ADRY, WILLIAM, Kettley, Salop, Poultry Merchant Madeley
 Pet July 28 Ord Aug 5
 BARNETT, FRANCIS SAMUEL, Liverpool, Secretary Liverpool
 Pet June 28 Ord Aug 5
 BARNHAM, ROBERT, Wakefield, Grocer Wakefield Pet
 Aug 5 Ord Aug 5
 BISCOE, JAMES WORDLEY, Balsall Heath, Birmingham,
 Baker Birmingham Pet Aug 5 Ord Aug 5
 CAPTICK, EDWARD, Burnley, Butcher Burnley Pet Aug
 4 Ord Aug 4
 CRAMP, WILLIAM ARTHUR GLOVER, Anstey, Leicester, Baker
 Leicester Pet Aug 5 Ord Aug 5
 ENKES, JOHN, Warrington, Coal Dealer Warrington Pet
 Aug 1 Ord Aug 1
 EVANS, EDWARD FRANCIS, Neath, Glam, Cattle Dealer
 Neath Pet July 24 Ord Aug 5
 GAY, GEORGE, Brinkworth, near Chippenham, Farmer
 Swindon Pet June 30 Ord Aug 4
 HARTOP, FREDERICK, Leicester, Picture Frame Maker
 Leicester Pet Aug 1 Ord Aug 1
 HARWOOD, HAROLD KINGSTON, Holbeach, Cycle Agent
 Peterborough Pet Aug 4 Ord Aug 4
 JONES, CHARLES HENRY, Stockport, Cheshire, Journeyman
 Joiner Stockport Pet Aug 5 Ord Aug 5
 KNOTT, WILLIAM HENRY, Belper, Derby, Watchmaker
 Derby Pet July 30 Ord Aug 4
 KOCH, FREDERICK, South pl, Finsbury pyment, Merchant
 High Court Pet May 27 Ord Aug 5
 MALLINSON, FRED, Wyke, Bradford, Collier Bradford Pet
 Aug 5 Ord Aug 5
 NEAL, WALTER WILLIAM, Hookley, Essex, Manufacturer's
 Agent High Court Pet Aug 1 Ord Aug 1
 PALMER, HERBERT ERNEST GEORGE, Stokesby, Norfolk,
 Bricklayer Great Yarmouth Pet July 30 Ord July 30
 PRIEST, GEORGE, Clay Cross, Derby, Fish Merchant,
 Chesterfield Pet Aug 4 Ord Aug 4
 PAYNE, JOHN HENRY, Helston, Cornwall, General Dealer
 Truro Pet Aug 5 Ord Aug 5
 SCOTT, DUGALD, Higher Broughton, Salford, Lancs, Mer-
 chant High Court Pet May 7 Ord July 30
 SCOTT, WILLIAM, Warrington, Commercial Traveller War-
 rington Pet Aug 4 Ord Aug 4
 SPRACK, HAROLD, Thorn, Yorks, Fruiterer Sheffield Pet
 Aug 5 Ord Aug 5
 TALBOT, FREDERICK ARTHUR AMBROSE, Hove, Sussex,
 Journalist Brighton Pet Aug 5 Ord Aug 5
 TAMPLIN, THOMAS, Lavender Hill, Clapham Junction, Provi-
 sion Merchant Wandsworth Pet Aug 1 Ord Aug 1
 TAYLOR, GEORGE, Kingston upon Hull, Draper Kingston
 upon Hull Pet Aug 1 Ord Aug 1
 TAYLOR, ALBERT, Caversham, Kent, Colliery Engineman
 Postypriid Pet Aug 1 Ord Aug 1
 WHITLOW, GEORGE, Hulme, Manchester, Labourer Man-
 chester Pet July 31 Ord July 31
 WOODBRIDGE, JOHN WILLIAM, Ambleside, nr Stourbridge,
 Licensed Victualler Stourbridge Pet Aug 1 Ord
 Aug 1

FIRST MEETINGS.

BAKER, J & J, Bexhill, Builders Aug 18 at 12 County
 Court Offices, 24, Cambridge rd, Hastings
 CLARK, FREDERICK, Eastbourne, Cabinet Maker Aug 17 at
 12 O'F Rec, 4, Pavilion bldg, Brighton
 COMPTON, HENRY, Malinesbury, Wilts, Farmer Aug 17 at
 11 O'F Rec, 38, Regent circus, Swindon
 COTTER, WILLIAM, Aberystwyth, Glam, Labourer Aug 15 at 11
 O'F Rec, 31, Alexander rd, Swansea
 CRAZE, FRANCIS, Little Missenden, Bucks, Farmer Aug 13
 at 12 O'F Rec, 1, St Aldate st, Oxford
 GREENE, GERTRUDE ROSEMARY, Margaret st, Cavendish sq
 Aug 17 at 11.30 O'F Rec, 4, Pavilion bldg, Brighton
 HAWSON, JOHN EDWIN, and FRED WILLIAM WADE, Kingston
 upon Hull, Salvage Contractors Aug 15 at 11 O'F
 Rec, York City Bank chambers, Lowgate, Hull
 HUNT, HARRY JOHN, Tulse hill, Licensed Victualler Aug
 18 at 12 Bankruptcy bldgs, Carey st
 JONES, MARION, Southampton, Butcher Aug 19 at 2.15
 Sportsman Hotel, Carnarvon
 JONES, WILLIAM, Carnarvon, Butcher Aug 19 at 2.30
 Sportsman Hotel, Carnarvon
 KILBY, GEORGE, North Dunstable, Bedford, Baker Aug
 17 at 12 O'F Rec, 31, Bridge st, Northampton
 KOCH, FREDERICK, South pl, Finsbury pyment, Merchant
 Aug 19 at 12 Bankruptcy bldgs, Carey st
 MAINDMENT, ROBERT, Tarrant Monkton, Dorset, Baker Aug
 18 at 1 O'F Rec, City chambers, Catherine st, Salisbury
 MARSHALL, JOHN, Mossley, Lancs Aug 18 at 10.30 O'F
 Rec, Byrom st, Manchester
 MORRIS, GEORGE CALER, Cheltenham, Fishmonger Aug 18
 at 4 County Court bldgs, Cheltenham
 NEAL, WALTER WILLIAM, Hookley, Essex, Manufacturer's
 Agent Aug 18 at 11 Bankruptcy bldgs, Carey st
 TAMPLIN, THOMAS, Lavender hill, Clapham Junction, Provi-
 sion Merchant Aug 17 at 11.30 129, York rd, West-
 minster Bridge
 TURNER, ALBERT, Caversham, Kent, Colliery Engineman
 Aug 17 at 10.30 O'F Rec, Post Office chambers, Posty-
 priid
 WHITLOW, GEORGE, Hulme, Manchester, Labourer Aug 15
 at 11 O'F Rec, Byrom st, Manchester
 WYNN, ELIZABETH MARY, Dale, Moricomb, Hotel Keeper
 Aug 17 at 12 Crypt chambers, Eastgate row, Chester

ADJUDICATIONS.

ADRY, WILLIAM, Kettley, Salop, Poultry Merchant Madeley
 Pet July 23 Ord Aug 5
 BERRINGTON, FREDERICK, Wimbledon, Surrey, Financier
 High Court Pet June 16 Ord Aug 1
 BENNET, JOHN COLIN, Regent at High Court Pet May 14
 Aug 5
 BRANHAM, ROBERT, Wakefield, Grocer Wakefield Pet
 Aug 6 Ord Aug 5
 BRISCOE, JAMES WORDLEY, Balsall Heath, Birmingham,
 Baker Birmingham Pet Aug 5 Ord Aug 5
 CAPTICK, EDWARD, Burnley, Lancs, Butcher Burnley
 Pet Aug 4 Ord Aug 4
 CLARK, THOMAS EDWARD, Lowestoft, Furniture Dealer
 Great Yarmouth Pet July 18 Ord Aug 1
 COLEMAN, JOHN, Cullumpton, Devon, Cattle Dealer Exeter
 July 31 Ord July 31
 CRAMP, WILLIAM ARTHUR GLOVER, Anstey, Leicester, Baker
 Leicester Pet Aug 5 Ord Aug 5

ENKES, JOHN, Warrington, Coal Dealer Warrington Pet
 Aug 1 Ord Aug 1
 GRIFFITHS, WILLIAM LEWIS, Portsmouth at, Lincoln's inn,
 Architect High Court Pet June 16 Ord July 31
 HARWOOD, HAROLD KINGSTON, Holbeach, Lincoln, Cycle
 Agent Peterborough Pet Aug 4 Ord Aug 4
 HOWARD, CHARLES WILLIAM, Prince of Wales' mns,
 Battersea Park, Commission Agent Wandsworth Pet
 June 12 Ord Aug 5
 HURFORD, ERNEST EDWARD, Saint Raphael, Bristol, Clerk
 Bristol Pet July 31 Ord Aug 4
 JONES, CHARLES HENRY, Stockport, Cheshire, Journeyman
 Joiner Stockport Pet Aug 5 Ord Aug 5
 JONES, WILLIAM, Carnarvon, Butcher Bangor Pet July 10
 Ord Aug 4
 KILBY, GEORGE, North Dunstable, Bedford, Baker Luton
 Pet July 29 Ord Aug 4
 KNOTT, WILLIAM HENRY, Belper, Derby, Watchmaker
 Derby Pet July 30 Ord Aug 4
 LENKOK, JAMES, Gateshead, Durham, Grocer Newcastle
 on Tyne Pet July 13 Ord Aug 5
 MALLINSON, FRED, Wyke, Bradford, Collier Bradford
 Pet Aug 5 Ord Aug 5
 NORMAN, NORMAN JOHN, Ridgmont gds High Court
 Pet May 6 Ord Aug 5
 PALMER, HERBERT ERNEST GEORGE, Stokesby, Norfolk,
 Bricklayer Great Yarmouth Pet July 30 Ord July 30
 PRIEST, GEORGE, Clay Cross, Derby, Fish Merchant Ches-
 terfield Pet Aug 4 Ord Aug 4
 PAYNE, JOHN HENRY, Helston, Cornwall, General Dealer
 Truro Pet Aug 5 Ord Aug 5
 PULING, WINIFRED ORIEL LARGLEY, Staple inn, Director
 of a Limited Company High Court Pet April 30 Ord
 Aug 1
 SMITH, JOHN THOMAS, Chesterfield, Innkeeper Chesterfield
 Ord Aug 4
 SPRACK, HAROLD, Thorne, York, Fruiterer Sheffield Pet
 Aug 5 Ord Aug 5
 TALBOT, FREDERICK ARTHUR AMBROSE, Hove, Sussex,
 Journalist Brighton Pet Aug 5 Ord Aug 5
 TAMPLIN, THOMAS, Lavender hill, Clapham Junction, Provi-
 sion Merchant Wandsworth Pet Aug 1 Ord
 Aug 1
 TAYLOR, GEORGE, Kingston upon Hull, Draper Kingston
 upon Hull Pet Aug 1 Ord Aug 1
 THORNE, THOMAS, Capel, Surrey, Licensed Victualler
 Croydon Pet July 30 Ord July 31
 TURNER, ALBERT, Caversham, Kent, Colliery Engineman
 Postypriid Pet Aug 1 Ord Aug 1
 WHITLOW, GEORGE, Hulme, Manchester, Labourer Man-
 chester Pet July 31 Ord July 31
 WOODBRIDGE, JOHN WILLIAM, Ambleside, nr Stourbridge,
 Licensed Victualler Stourbridge Pet Aug 1 Ord
 Aug 1

Amended Notice substituted for that published in the
 London Gazette of July 31:

WALTON, WILLIAM GEORGE, Jun, Walsall, Coal Dealer
 Walsall Pet July 27 Ord July 27

London Gazette.—TUESDAY, Aug 11.

RECEIVING ORDERS.

ALLEN, WILLIAM MATTHEW, King John at, Great Eastern
 at, Bullock High Court Pet Aug 5 Ord Aug 5
 BROCKETT, JOSEPH RUSTAIN, Uppell, Lancs & Ygs, Cam-
 bridge, Builder King's Lynn Pet Aug 7 Ord Aug 7

BRANWELL, JOSEPH EDMUND, Scarborough, Photographer
Scarborough Pet Aug 5 Ord Aug 5
BROCKOFF, WILLIAM HARRIS, Sutton Coldfield, Manu-
facturer's Assistant Birmingham Pet Aug 7 Ord Aug 7
BUTLER, GEORGE, Burton on Trent, Hairdresser Burton
on Trent Pet Aug 6 Ord Aug 7
CAREY, F. A. Shoreham, Sussex, Tobacco Dealer Brighton
Pet July 17 Ord Aug 6
CHADDER, EDWARD WILLIAM, Holbeton, Devon, Butcher
Plymouth Pet July 25 Ord Aug 7
DAIGNALL, ELLA, Regent st, Theatrical Manager High
Court Pet Aug 7 Ord Aug 7
DAVIDRIDGE, ALFRED CHARLES, Deptford, Kent, Printer
Greenwich Pet Aug 7 Ord Aug 7
FERDMAN, LOUIS, Edgeware rd, House Furnisher High
Court Pet July 10 Ord Aug 7
HALL, THOMAS HARRY, and JOSEPH HALL, Newcastle under
Lyne, Coal Dealers Hanley Pet Aug 1 Ord Aug 1
HAMMOND, GEORGE CHARLES, Westbury av, Wood Green,
Grocer Edmonton Pet Aug 5 Ord Aug 5
HARGREAVES, GEORGE HARRISON, Montpellier rd, Ealing
High Court Pet July 14 Ord Aug 1
HART, HENRY ALBERT, Acocks Green, Worcester, Commer-
cial Traveller Birmingham Pet July 15 Ord Aug 7
HEWITT, JOSEPH SAUNDERS, Rochester, Kent, Chemist
Rochester Pet Aug 7 Ord Aug 7
HOLDBROOK, WALTER, Manchester, Valuer Manchester
Pet June 6 Ord Aug 6
HOLDSWORTH, WILLIAM HENRY, Halifax, Yorks, Painter
Halifax Pet Aug 5 Ord Aug 5
HOLLINWORTH, JOHN, Stockport, Cheshire, Provision Dealer
Stockport Pet Aug 6 Ord Aug 6
JONES, THOMAS, Bournemouth, House Furnisher Poole
Pet July 24 Ord Aug 6
JOB, THOMAS, Halifax, Yorks, Shoeing Smith Halifax
Pet Aug 6 Ord Aug 6
JOHN, THOMAS DANIEL, Cardiff Cardiff Pet July 15 Ord
Aug 6
KENT, HENRY THOMAS, Middlesbrough, Fruit and Poultry
Dealer Middlesbrough Pet Aug 5 Ord Aug 5
OWEN, WILLIAM HENRY, Selby, Yorks, Coal Merchant
York Pet Aug 5 Ord Aug 5
PARKINSON, H. J., Bradford, Cigar Merchant Bradford
Pet July 25 Ord Aug 7
POWER, PATRICK, Woodford, Essex, Nurseryman Elmington
Pet Aug 5 Ord Aug 5
PROSSER, GEORGE, Orrop, Hereford, Baker Hereford
Pet Aug 7 Ord Aug 7
READ, FREDERICK, Hoxton st, Hoxton, Butcher High
Court Pet Aug 6 Ord Aug 6
SAFFERY, HENRY GEORGE RICHARD, New Cleethorpes, Steam
Trawler Captain Great Grimsby Pet Aug 8 Ord Aug 8
SLATER, RICHARD ALEXANDER, Rugby, Tailor Coventry
Pet Aug 7 Ord Aug 7
STINTON, HENRY, Stoke Lacy, Hereford, Farm Labourer
Worcester Pet Aug 8 Ord Aug 8
STEVENS, E. J., Camberwell New rd, Architect High
Court Pet July 16 Ord Aug 6
UNDERWOOD, THEODORE GEORGE, Freed st, Paddington,
Shop Assistant High Court Pet Aug 7 Ord Aug 7
WARNE, JOHN WILLIAM, King's Lynn, Builder King's
Lynn Pet July 18 Ord Aug 8
WATKINS, THOMAS, Swansea, Plumber Swansea Pet
Aug 8 Ord Aug 8
WHITAKER, DAVID, Cottingham, nr Bingley, Yorks, Coal
Dealer Bradford Pet Aug 7 Ord Aug 7
YATES, E. H., Clayton, Lancaster, Plumber Ashton
under Lyne Pet July 24 Ord Aug 7

FIRST MEETINGS.

ADBY, WILLIAM, Keady, Salop, Poultry Merchant Aug 25
at 2.30 Off Rec, 24, Swan Hill, Shrewsbury
ALLEN, WILLIAM MATTHEW, King John st, Great Eastern st,
Builder Aug 21 at 12 Bankruptcy bldg, Carey st
BEARDSLEY, HENRY, Nottingham, Furniture Remover Aug
19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
BOWDER, JOHN, Disley, Cheshire, Butcher Aug 27 at 2.45
Off Rec, 6, Vernon st, Stockport
BRANHAM, ROBERT, Wakefield, Grocer Aug 20 at 11 Off
Rec, 6, Bond ter, Wakefield
BRANWELL, JOSEPH EDMUND, Scarborough, Photographer
Aug 20 at 11.30 Off Rec, 48, Westborough, Scar-
borough
CAREY, F. A. Shoreham, Tobacco Dealer Aug 20 at 2.30
Off Rec, 4, Pavilion bldg, Brighton

CLARKE, THOMAS EDWARD, Lowestoft, Furniture Dealer
Aug 19 at 12.30 Off Rec, 9, King st, Norwich
CRAMP, WILLIAM ARTHUR GLOVER, Ansey, Leicester, Baker
Aug 19 at 3 Off Rec, 1, Berridge st, Leicester
DASHALL, ELLA, Regent st, Theatrical Manager Aug 19
at 1 Bankruptcy bldg, Carey st
DAVIDRIDGE, ALFRED CHARLES, High st, Deptford, Printer
Aug 19 at 11.30 Off Rec, 12, Westminster Bridge
DOWDING, ALFRED GEORGE, Reading, Fruiterer Aug 25 at
19 Queen's Hotel, Reading
ELKINS, SIDNEY, Downton, Wilts, Butcher Aug 20 at 12
Off Rec, City chambers, Catherine st, Salisbury
ELLIS, THOMAS, Prescott, Lancaster, Tallow Chandler
Aug 19 at 3 Off Rec, 35, Victoria st, Liverpool
EMMERS, JOHN, Warrington, Coal Dealer Aug 19 at 11.30
Off Rec, Byrom st, Manchester
EVANS, WILLIAM, Newtown, Tattenhall, Chester, Labourer
Aug 20 at 12 Crypt chmbrs, Eastgate row, Chester
FRASER, GORDON COLQUHOUN, Brighton Aug 20 at 3 Off
Rec, 4, Pavilion bldg, Brighton
FERDMAN, LOUIS, Edgeware rd, House Furnisher Aug 19
at 11 Bankruptcy bldg, Carey st
HALL, THOMAS HARRY, and JOSEPH HALL, Newcastle under
Lyne, Coal Dealers Aug 19 at 11.30 Off Rec, King st,
Newcastle, Staffs
HAMMOND, GEORGE CHARLES, Westbury av, Wood Green,
Grocer Aug 19 at 12.14 Bedford row
HARGREAVES, GEORGE HARRISON, Montpellier rd, Ealing
Aug 20 at 11 Bankruptcy bldg, Carey st
HARRISON, SAMUEL, Ilkeston, Derby Aug 20 at 12.45 Off
Rec, 47, Full st, Derby
HARTOP, FREDERICK, Leicester, Picture Frame Maker
Aug 19 at 12 Off Rec, 1, Berridge st, Leicester
HEWITT, JOSEPH SAUNDERS, Rochester, Kent, Chemist Aug
24 at 12.15 115, High st, Rochester
HOLDSWORTH, WILLIAM HENRY, Halifax, Yorks, Painter
Aug 21 at 10.45 County Court house, Prescott st,
Halifax
HOLLINWORTH, JOHN, Stockport, Cheshire, Provision Dealer
Aug 27 at 3.45 Off Rec, 6, Vernon st, Stockport
JOB, THOMAS, Halifax, Yorks, Shoeing Smith Aug 21 at 11
County Court house, Prescott st, Halifax
JOHN, THOMAS DANIEL, Cardiff Aug 19 at 12 Off Rec, 117,
St Mary st, Cardiff
JONES, CHARLES HENRY, Stockport, Cheshire, Journeyman
Joiner Aug 27 at 3.15 Off Rec, 6, Vernon st, Stock-
port
JONES, THOMAS, Bournemouth, House Furnisher Aug 19
at 10.30 Midland Bank chmbrs, High st, Southamp-
ton
KENT, HENRY THOMAS, Middlesbrough, Fruit and Poultry
Dealer Aug 20 at 11.30 Off Rec, Court chmbrs, Albert
rd, Middlesbrough
MALLINSON, FRED, Wyke, Bradford, Collier Aug 20 at 11
Off Rec, 12, Duke st, Bradford
MARSHALL, WILLIAM HENRY, Wiesbaden rd, Stoke Newing-
ton, Engineers' Furnisher Aug 10 at 3.14 Bedford
row
METCALFE, HARRY, Barton on Humber, Coal Dealer Aug
19 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
OWEN, WILLIAM HENRY, Selby, York, Coal Merchant Aug
21 at 3 Off Rec, The Red House, Duncombe pl, York
PALMER, HERBERT ERNEST GORDON, Stokely, Norfolk,
Bricklayer Aug 21 at 12.30 Off Rec, 8, King st, Nor-
wich
PARKINSON, H. J., Bradford, Cigar Merchant Aug 22 at 11
Off Rec, 12, Duke st, Bradford
POWELL, JOHN ROBERT, Maghull, Lancashire Aug 19 at 2.30
Off Rec, 33, Victoria st, Liverpool
POWER, PATRICK, Woodford, Essex, Nurseryman Aug 20
at 12.14 Bedford row
PRYOR, JOHN HENRY, Helston, Cornwall, General Dealer
Aug 19 at 12 Off Rec, Bosconwen st, Truro
READ, FREDERICK, Hoxton st, Hoxton, Butcher Aug 21 at
12 Bankruptcy bldg, Carey st
REES, EVAN, Machynallth, Montgomery, Misc Agent
Aug 21 at 10.15 Townhall, Aberystwyth
SICHEL, MAX, Wolverhampton, Wine Merchant Aug 21 at
11.30 Off Rec, Wolverhampton
STEVENS, E. J., Camberwell New rd, Architect Aug 20 at
12 Bankruptcy bldg, Carey st
TALBOT, FREDERICK ARTHUR ANDREWS, Hove, Journalist
Aug 20 at 10.30 Off Rec, 4, Pavilion bldg, Brighton
TAYLOR, GEORGE, Kingston upon Hull, Draper Aug 19
at 11 Off Rec, York City Bank chmbrs, Lowgate,
Hull

UNDERWOOD, THEODORE GEORGE, Freed st, Paddington,
Shop Assistant Aug 19 at 12 Bankruptcy bldg, Carey
st
WALTON, WILLIAM GEORGE, jun, Walsall, Coal Dealer
Aug 21 at 12 Off Rec, Wolverhampton
WEST, FREDERICK GEORGE, West Green rd, Tottenham,
Butcher Aug 20 at 3.14 Bedford row
WHITAKER, DAVID, Cottingham, nr Bingley, York, Coal
Dealer Aug 21 at 3 Off Rec, 12, Duke st, Bradford

ADJUDICATIONS.

ALLEN, WILLIAM MATTHEW, King John st, Great Eastern
st, Builder High Court Pet Aug 6 Ord Aug 6
BRANWELL, JOSEPH EDMUND, Scarborough, Photographer
Scarborough Pet Aug 5 Ord Aug 5
BROCKOFF, WILLIAM HARRIS, Sutton Coldfield, Manu-
facturer's Assistant Birmingham Pet Aug 7 Ord
Aug 7
BUTLER, GEORGE, Burton on Trent, Hairdresser Burton on
Trent Pet Aug 6 Ord Aug 7
CAREY, F. A. Shoreham, Tobacco Dealer Brighton Pet
July 17 Ord Aug 6
DAIGNALL, ELLA, Regent st, Theatrical Manager High
Court Pet Aug 7 Ord Aug 7
ETHERINGTON, HENRY JOHN, Vale st, Malda Vale, Compa-
n Promoter High Court Pet Jan 6 Ord Aug 6
EVANS, EDWARD FRANCIS, Neath, Glam, Cattle Dealer
Neath Pet July 24 Ord Aug 7
GAY, GEORGE, Brinkworth, nr Chippenham, Farmer
Swindon Pet June 30 Ord Aug 6
GEMMES, HENRY SYDNEY KING, Shrewsbury Shrewsbury
Pet July 10 Ord Aug 6
HAMMOND, GEORGE CHARLES, Westbury av, Wood Green,
Grocer Edmonton Pet Aug 5 Ord Aug 5
HELCKE, ARNOLD, and CASPAR FREDERICK HELCKE, Faver-
ham, Manufacturing Chemists Canterbury Pet July
6 Ord Aug 5
HEWITT, JOSEPH SAUNDERS, Rochester, Chemist Rochester
Pet Aug 7 Ord Aug 7
HIBBS, ARTHUR THOMAS ALFRED, Wilton av, Chiswick,
Money Lender Brentford Pet May 25 Ord Aug 5
HOLDSWORTH, WILLIAM HENRY, Halifax, Yorks, Painter
Halifax Pet Aug 5 Ord Aug 5
HOLLINWORTH, JOHN, Stockport, Cheshire, Provision Dealer
Stockport Pet Aug 6 Ord Aug 6
JOB, THOMAS, Halifax, Yorks, Shoeing Smith Halifax
Pet Aug 6 Ord Aug 6
JONES, THOMAS, Bournemouth, House Furnisher Poole
Pet July 24 Ord Aug 8
KENT, HENRY THOMAS, Middlesbrough, Fruit and Poultry
Dealer Middlesbrough Pet Aug 5 Ord Aug 5
METCALFE, HARRY, Barton on Humber, Coal Dealer Great
Grimsby Pet July 16 Ord Aug 7
OWEN, WILLIAM HENRY, Selby, Yorks, Coal Merchant
York Pet Aug 5 Ord Aug 5
PARKER, HERBERT WILLIAM, Everton, Nottingham, Lin-
keeper Lincoln Pet July 3 Ord Aug 4
PROSSER, GEORGE, Orrop, Hereford, Baker Hereford
Pet Aug 7 Ord Aug 7
READ, FREDERICK, Hoxton st, Hoxton, Butcher High
Court Pet Aug 6 Ord Aug 6
RUDGE, HUBERT EDGAR, Welshpool, Montgomery, Butcher
Newtown Pet July 24 Ord Aug 6
SAFFERY, HENRY GEORGE RICHARD, New Cleethorpes, Steam
Trawler Captain Great Grimsby Pet Aug 8 Ord Aug 8
SHIPWAY, MAURICE ALFRED, Worcester, Jobmaster Wor-
cester Pet July 7 Ord Aug 6
SLATER, RICHARD ALEXANDER, Rugby, Tailor Coventry
Pet Aug 7 Ord Aug 7
STINTON, HENRY, Stoke Lacy, Hereford, Farm Labourer
Worcester Pet Aug 8 Ord Aug 8
UNDERWOOD, THEODORE GEORGE, Freed st, Paddington,
Shop Assistant High Court Pet Aug 7 Ord Aug 7
WATKINS, THOMAS, Swansea, Plumber Swansea Pet Aug 6
Ord Aug 8
WHEELER, GERALD JOHN, Old sq, Lincoln's inn, Barrister
High Court Pet July 8 Ord Aug 6
WHITAKER, DAVID, Cottingham, nr Bingley, Yorks, Coal
Dealer Bradford Pet Aug 7 Ord Aug 7

ADJUDICATION ANNULLED, RECEIVING ORDER
RESCINDED, AND PETITION DISMISSED.
IBBOTSON, HAROLD ARTHUR, Hill st, Berkeley sq High
Court Rec Ord June 9, 1906 Adjud July 14, 1906 Rec
Annul and Dis Aug 1, 1908

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

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Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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